



County of Los Angeles
CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

December 18, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES: REQUEST FOR ACCEPTANCE OF
HOSPITAL PREPAREDNESS PROGRAM GRANT AWARD FROM THE UNITED
STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES AND APPROVAL OF
AGREEMENTS AND AMENDMENTS TO IMPLEMENT THE PROGRAM ACTIVITIES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize and instruct the Director of the Department of Health Services (Director), or his designee, to accept the Federal Fiscal Year (FFY) 2007 Hospital Preparedness Program (HPP) grant award, in the amount of \$13,111,395, from the United States Department of Health and Human Services (USDHHS). This grant provides funds to build medical surgical capacity through associated planning, personnel, equipment, training and exercise capabilities. The grant funding is for the period of September 2007 through August 2008, with an expected one-year no-cost extension to August 2009.
2. Authorize the Director, or his designee, to fill one position as described in Attachment B, in excess of what is currently authorized in the Department of Health Services' (DHS) staffing ordinance pursuant to Section 6.06.020 of the County Code, subject to allocation by the Chief Executive Office (CEO), 100 percent funded by the HPP grant.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

3. Approve and delegate authority to the Director, or his designee, to accept future HPP grant awards from the USDHHS, for the full five-year federal grant authorization from September 2007 to August 2012, and the expected one-year no-cost extension to August 2013, within the parameters set forth in each year's grant guidance and as approved through the application process, subject to review and approval by County Counsel and the CEO, and notification to the Board.
4. Approve and delegate authority to the Director, or his designee, to select non-hospital contractors and negotiate and execute agreements and amendments to existing agreements, using the County approved standard contract language, to implement specific activities required to support the HPP and to accomplish the grant objectives, up to an amount not to exceed \$400,000 annually, each year a HPP award is received, through August 2013, for each agreement entered into, within the parameters set forth herein, subject to review and approval by County Counsel and the CEO and notification to the Board.
5. Approve and delegate authority to the Director, or his designee, to continue to work with healthcare providers (new and existing participants in the HPP), including acute care hospitals (the County operated hospitals shall also operate under the terms of these agreement amendments), clinics and other healthcare entities, to negotiate and execute agreements and amendments to existing agreements, substantially similar to Exhibits I through VI, effective January 1, 2008 through December 31, 2008, and thereafter on a year-to-year basis, each year that a HPP award is received, through August 31, 2013, to implement specific activities required by the HPP to build medical surge capability and to accomplish the grant objectives, as approved in the application process, within the parameters set forth herein, subject to review and approval by County Counsel and the CEO and notification to the Board.
6. Approve and delegate authority to the Director, or his designee, on an annual basis, to extend the period to obligate the awarded funding from the HPP, through a 12-month no-cost extension, as allowed each grant year by the HPP, through August 2013, within the parameters set forth by the federal grants management office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of these recommended actions will enable DHS to enhance the healthcare community's ability to respond to natural and man-made disasters. The funding provided through the HPP will be used to build medical surge capacity through associated planning, personnel, equipment, training and exercise capabilities.

Approval of the agreements with the non-hospital contracts will support the HPP program by providing services such as the Emergency System of Advance Registration for Volunteer Health Professionals (ESAR-VHP) provider credentialing system, contracted to the Hospital Association of Southern California, which provides the system and credentialing to maintain the volunteer provider roster that will be used in the event of major health emergencies. The use of these funds is subject to the specific grant requirements in the federal HPP grant.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal No. 1 for Service Excellence by enhancing the County's ability to prepare hospitals and supporting health care systems to deliver coordinated and effective care to victims of terrorism and other public health emergencies.

FISCAL IMPACT/FINANCING

There is no cost to the County. The HPP is 100 percent funded by grant funds provided by USDHHS. The FFY 2007 HPP grant funding is a total amount of \$13,111,195 and the grant period is September 2007 through August 2008, with an expected one-year no-cost extension to August 2009.

Funding is included in the Health Services Administration Fiscal Year 2007-08 Final Budget and will be requested in future fiscal years. The Nurse Manager position will be requested in the FY 2008-09 Health Services Administration Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 3, 2002, the Board approved and accepted Los Angeles County's first apportionment of grant funds for the National Bioterrorism Hospital Preparedness Program, designated for hospital terrorism preparedness program activities.

Funding to the County for this purpose has continued in subsequent years and on January 18, 2005, the Board accepted funding in the amount of \$15,583,364, for continued participation in the HPP for the period effective August 31, 2004, through August 31, 2005, and delegated authority to the DHS to accept future grant awards through August 31, 2007.

On September 1, 2006, DHS exercised its delegated authority and accepted FFY 2006 grant funding in the amount of \$15,084,217, for the period effective September 1, 2006, through August 31, 2007. As such, under the same delegated authority, the current HPP agreements with the 75 participating hospitals and clinic association were extended through August 31, 2007.

On September 4, 2007, the Board approved amendments and agreements with the 75 participating hospitals and clinic associations to extend the current agreements through March 31, 2008 and delegated authority to the Director, or his designee, to sign subsequent agreements and amendments with qualified HPP providers through August 31, 2008.

In 2007, the National Bioterrorism Hospital Preparedness Program was renamed the HPP. The HPP was reauthorized for another five years by Section 2802 of the Public Health Services Act, as amended by the Pandemic and All-Hazards Preparedness Act (Public Law 107-188) authorizing the Secretary of USDHHS to award cooperative agreements to improve surge capacity and enhance community and hospital preparedness. Each year the federal government appropriates funds for the HPP during their budgeting process. Funding for the FFY 2007 awards is provided by the Revised Continuing Appropriations Resolution, 2007 (Public Law 110-5). The FFY 2007 HPP grant funding is \$13,111,195 and the grant period is September 2007 through August 2008, with an expected one-year no-cost extension to August 2009. Los Angeles County continues to be one of four metropolitan jurisdictional areas that are direct recipients of these grant funds.

Attachment A provides additional information; Attachment B is a description of the requested position; Attachment C is the program budget summary based on the Federal Standard Form 424 requirements for budgeting; Attachment D is the Grant Management Statement, which the Board instructed all County departments to include in all Board letters for grants exceeding \$100,000; and Attachment E is a listing of the HPP participating hospitals and their level of participation.

County Counsel has approved Exhibits I through VI as to use and form.

CONTRACTING PROCESS

Currently, 75 acute care hospitals and the Community Clinic Association of Los Angeles County (CCALAC) are participants. These hospitals participate at the Basic level, Expanded level or as a Disaster Resource Center. As a Basic level participant to the HPP, hospitals receive funding to enhance their overall disaster preparedness with an emphasis on responding to terrorism events. At the Expanded level, hospitals receive both Basic level funding, as previously described, and additional funding to develop a fixed, warm water decontamination capability. Finally, as a Disaster Resource Center, 13 of the 75 participating hospitals, geographically distributed throughout the County, receive funding to enhance surge capacity for hospitals through the provision of ventilators, pharmaceuticals, medical/surgical supplies and large tent shelters to provide treatment to victims of disasters. Disaster Resource Centers are also responsible for enhancing hospital planning and cooperation in their geographical area to include planning that addresses medical surge capacity. This planning addresses the use of non-hospital space to shelter and treat mass casualties, including the role of local community health centers and clinics.

All non-participating acute care hospitals, and community clinics that are members of the CCALAC, will be offered the opportunity to be included in the HPP, if they express interest.

The Department is requesting delegated authority to select non-hospital contractors for services to support the HPP and in accordance with the terms of any approved grant HPP grant application, up to an annual amount of \$400,000. These agreements will be reviewed by County Counsel and the CEO, with notification to the Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will allow the utilization of funding support to build medical surgical capacity through associated planning, personnel, equipment, training and exercise capabilities.

Approval of these actions will also allow year-to-year agreements with participating hospitals and the CCALAC to work together to meet the goals of the HPP and to complete approved activities, as delineated in the grant guidance and defined in the application submitted each year by Los Angeles County.

Any additional agreements entered into under the HPP will allow completion of other approved activities that will further enhance the County's hospital terrorism preparedness program activities.

Honorable Board of Supervisors
December 18, 2007
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CONCLUSION

When approved, the Department of Health Services requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a stylized flourish.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH
SAS:LT:bjs

Attachments (11)

c: County Counsel
Director and Chief Medical Officer, Department of Health Services

121807_DHS_Hospital Preparedness

SUMMARY OF AMENDMENT AND AGREEMENT

1. Type of Service:

The U. S. Department of Health and Human Services (USDHHS) provides grant funding under the Hospital Preparedness Program (HPP) to build medical surgical capacity through associated planning, personnel, equipment, training and exercise capabilities to enhance the healthcare community's ability to respond to natural and man-made disasters.

2. Address and Contact Person:

For Grants Administration:
Roscoe Brunson, Grants Management Specialist
Office of Grants Management
1101 Wootton Parkway, Suite 550
Rockville, MD 20852
Phone No.: (240) 453-8837
E-Mail Address: Roscoe.Brunson@hhs.gov

For Programmatic issues:
Mollie Mahany, Project Officer
Office of Preparedness and Emergency Operations
330 C Street, SW, Fifth Floor
Washington, DC 20201
Phone No. (202) 205-8648
E-Mail Address: Mollie.Mahany@hhs.gov

3. Term:

The term of HPP agreements and amendments with 75 acute care hospitals and the Community Clinic Association of Los Angeles County is January 1, 2008 through December 31, 2008.

4. Financial Information:

There is no cost to the County. The HPP is 100% funded by grant funds provided by USDHHS. The Federal Fiscal Year 2007 HPP grant funding is a total amount of \$13,111,195 for the grant period of September 1, 2007 through August 8, 2008. Funding is included in the Health Services Administration Fiscal Year 2007-08 Final Budget and will be requested in future fiscal years.

5. Primary Geographic Area to be Served:

Countywide.

6. Accountable for Program Monitoring:

The County's local EMS Agency.

7. Approvals:

Emergency Medical Services Agency: Cathy Chidester, Acting Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel: Edward A. Morrissey, Sr. Deputy County Counsel

CEO Budget Unit: Latisha Thompson

HOSPITAL PREPAREDNESS PROGRAM FISCAL YEAR 2007-2008
POSITIONS IN EXCESS OF CURRENTLY AUTHORIZED IN THE
DEPARTMENT OF HEALTH SERVICES STAFFING ORDINANCE
(SECTION 6.06.020 OF THE COUNTY CODE)

Total of 1 Item – Programmatic Position

Nurse Manager – 1 position

This position will serve as the Program Manager for the Hospital Preparedness Program.

ATTACHMENT C

HOSPITAL PREPAREDNESS PROGRAM
FEDERAL FISCAL YEAR 2007 BUDGET

Allocated Area	Budget
Personnel – New position - Program Manager (1) Existing positions - Senior Nursing Instructor (4), Senior Disaster Services Analyst (2) and Senior Typist Clerk (1)	\$798,500
Fringe Benefits @ 49.22%	\$393,022
Supplies	\$25,240
Travel	\$35,988
Contractual Hospital/Clinic Association Agreements - \$9,736,700 ESAR VHP Contracts - \$470,000 Pediatric Project - \$125,000	\$10,331,700
Other	\$335,000
Total Direct Costs	\$11,919,450
Indirect Costs	\$1,191,945
Total Costs	\$13,111,395

ATTACHMENT D

Los Angeles County Chief Administrative Office Grant Management Statement for Grants Exceeding \$100,000

Department: Health Services (DHS)		
Grant Project Title and Description		
HOSPITAL PREPAREDNESS PROGRAM – hospitals, clinics and providers will implement specific activities required to support the Hospital Preparedness Program.		
Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
USHHS-HPP	U3REP070045	ASAP
Total Amount of Grant Funding: \$13,111,395		County Match: None
Grant Period: 49 Weeks	Begin Date: 09/01/07	End Date: 08/08/08
Number of Personnel Hired Under This Grant: 1	Full Time: 1	Part Time:
<u>Obligations Imposed on the County When the Grant Expires</u>		
Will all personnel hired for this program be informed this is a grant-funded program?	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>
Is the County obligated to continue this program after the grant expires?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> X
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> X
b.) Identify other revenue sources (describe below)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> X
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>
Impact of additional personnel on existing space:		
DHS is working to identify space for this staff member		
Other requirements not mentioned above:		

Department Head Signature _____

Date: _____

HOSPITAL PREPAREDNESS PROGRAM PARTICIPANTS
AND LEVEL OF PARTICIPATION

	<u>PARTICIPANT</u>	<u>LEVEL</u>
1	California Hospital Medical Center	E/DRC
2	Cedars Sinai Medical Center	E/DRC
3	Childrens Hospital Los Angeles	E/DRC
4	Henry Mayo Newhall Memorial Hospital	E/DRC
5	Kaiser Foundation Health Plan, Inc. - Sunset (LA)	E/DRC
6	LAC Harbor-UCLA Medical Center	E/DRC
7	LAC+USC Medical Center	E/DRC
8	Long Beach Memorial Medical Center	E/DRC
9	Pomona Valley Hospital Medical Center	E/DRC
10	Presbyterian Intercommunity Hospital	E/DRC
11	Providence Saint Joseph Medical Center	E/DRC
12	Saint Mary Medical Center	E/DRC
13	UCLA Medical Center	E/DRC
14	AHMC Greater El Monte Community Hospital	B
15	Barlow Respiratory Hospital	B
16	Beverly Hospital	B
17	Catalina Island Medical Center	B
18	Century City Doctors Hospital	B
19	City of Angels Medical Center	B
20	City of Hope National Medical Center	B
21	Centinela Freeman Regional Medical Center- Marina Campus	B
22	East Los Angeles Doctors Hospital	B
23	East Valley Hospital Medical Center	B
24	Garfield Medical Center	B
25	Hollywood Presbyterian Medical Center	B
26	Lakewood Regional Medical Center	B
27	Monterey Park Hospital	B
28	Olympia Medical Center	B
29	Pacific Alliance Medical Center	B
30	Pacific Hospital of Long Beach	B
31	Rancho Los Amigos Hospital National Rehabilitation Center	B
32	San Dimas Community Hospital	B
33	San Gabriel Valley Medical Center	B
34	St. Johns Hospital and Health Center	B
35	Tri-City Regional Medical Center	B
36	Santa Monica-UCLA Medical Center	B
37	Valley Presbyterian Hospital	B
38	White Memorial Medical Center	B
39	Whittier Hospital	B
40	Alhambra Hospital Medical Center	E

	<u>PARTICIPANT</u>	<u>LEVEL</u>
41	Antelope Valley Hospital	E
42	Brotman Medical Center	E
43	Centinela Freeman Regional Medical Center-Centinela Campus	E
44	Citrus Valley Medical Center-Intercommunity Campus	E
45	Citrus Valley Medical Center-Queen of the Valley	E
46	Community Hospital of Long Beach	E
47	Downey Regional Medical Center	E
48	Foothill Presbyterian Hospital	E
49	Glendale Adventist Medical Center	E
50	Glendale Memorial Hospital and Health Center	E
51	Good Samaritan Hospital	E
52	Huntington Memorial Hospital	E
53	Kaiser Foundation Hospital- Baldwin Park	E
54	Kaiser Foundation - Bellflower	E
55	Kaiser Foundation – South Bay Medical Center	E
56	Kaiser Foundation - West Los Angeles	E
57	Kaiser Foundation - Panorama City	E
58	Kaiser Foundation - Woodland Hills	E
59	LAC Olive View-UCLA Medical Center	E
60	Lancaster Community Hospital	E
61	Little Company of Mary Hospital	E
62	Little Company of Mary-San Pedro Hospital	E
63	Los Angeles Metropolitan Medical Center	E
64	Memorial Hospital of Gardena	E
65	Methodist Hospital of Southern California	E
66	Mission Community Hospital	E
67	Northridge Hospital Medical Center- Roscoe Campus	E
68	Pacifica Hospital of the Valley	E
69	Providence Holy Cross Medical Center	E
70	Saint Vincent Medical Center	E
71	Sherman Oaks Community Hospital	E
72	St. Francis Medical Center	E
73	Torrance Memorial Medical Center	E
74	Verdugo Hills Hospital	E
75	West Hills Hospital and Medical Center	E
76	The Community Clinic Association of Los Angeles County	CC

LEGEND

E/DRC - Expanded/Disaster Resource Center

E - Expanded

B - Basic

CC-Community Clinic

EXHIBIT I

Contract # H-_____



UNITED STATES DEPARTMENT
OF
HEALTH AND HUMAN SERVICES FUNDS

HOSPITAL PREPAREDNESS PROGRAM

BASIC AGREEMENT

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EXHIBITS & ATTACHMENTS:

EXHIBIT A	- STATEMENT OF WORK
EXHIBIT B	- HPP: ASSURANCE NON-CONSTRUCTION PROGRAMS
EXHIBIT C	- NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW
EXHIBIT D	- CONTRACTOR'S EEO CERTIFICATION
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ATTACHMENT II	- CERTIFICATIONS

EXHIBIT I

Contract # H-_____

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDS
HOSPITAL PREPAREDNESS PROGRAM
BASIC AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Hospital").

WHEREAS, Section 2802(b) of the Public Health Services Act,
as amended by the Pandemic and All-Hazards Preparedness Act
authorizes the Secretary of Health and Human Services to
continue to award cooperative agreements to enable the recipient
entities to continue to improve surge capacity and enhance
community and hospital preparedness; and

WHEREAS, the United States Department of Health and Human
Services (HHS), awarded a grant to County, for the use, or
distribution of funds to all acute care Hospitals and other
healthcare entities, under administration of County in
connection and in accordance with the Hospital Preparedness
Program (HPP) (Program), to support County and Hospital

activities related to hospital preparedness for natural and manmade disasters including terrorism; and

WHEREAS, Hospital is licensed in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code ("HSC") Sections 1250, et seq.) and the regulations promulgated pursuant thereto, and is equipped, staffed, and willing to provide medical care and treatment during disasters for and in consideration of funds or equipment provided for use by Hospital under this Agreement and upon the conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized by provisions of the Revised Continuing Appropriations Resolution, 2007, Public Law 110-5.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree hereto as follows:

1. GOVERNING LAWS: Provisions of this Agreement relating to the terms and conditions of disbursement of Program funds to Hospital shall be construed in accordance with the Public Health Services Act, as amended by the Pandemic and All-Hazards Preparedness Act (hereinafter "governing laws").

Any provision of this Agreement which may conflict with the governing laws is hereby amended to conform to the

provisions of the governing laws. Any amendment to the governing laws, to the extent it affects a term or condition of this Agreement, shall also be deemed to amend this Agreement as determined by County on the effective date of such amendment, even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

2. BASIS AND PURPOSE: The basis of this Agreement is the desire and intention of the parties to cooperate in the development, implementation, and evaluation of Hospital Preparedness. Its purpose is to establish, in a manner reflective of such cooperative basis that (a) appropriate disaster response is rendered by each Hospital; (b) the specific duties and responsibilities of the parties with respect to hospital preparedness as expressed herein are addressed; and (c) appropriate procedures are implemented to respond to a disaster.

3. DESCRIPTION OF SERVICES: Hospital shall provide the services described in Exhibits A and B, attached hereto and incorporated herein by reference.

4. TERM AND TERMINATION:

A. This Agreement shall commence effective January 1, 2008, and shall remain in full force and effect until

December 31, 2008. To the extent that there exists between the parties an agreement for the U.S. Department of HHS Funds HPP in effect during the term of this Agreement, the parties understand and agree that the terms and conditions of both Agreements shall remain in effect.

B. In the event of any termination of this Agreement, Hospital shall return any funding they have received to date. In the event that the Agreement terminates because the Hospital ceases to operate as an acute care facility, Hospital shall return any equipment and other Receivables received from the County.

C. County may terminate or suspend this Agreement immediately if Hospital's license to operate its facility hereunder is revoked or suspended.

D. Should HHS cease funding this Program, except as set forth in this Agreement conditions and all Exhibits and Attachments, Hospital shall be entitled to keep for its use any Receivables received from the County.

E. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement for any reason (with or without cause) by giving the other

party at least sixty (60) calendar days prior written notice thereof.

5. WORK:

A. Pursuant to the provisions of this Agreement, Hospital shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A, Statement of Work, attached hereto and incorporated herein by reference of this Agreement.

B. If Hospital provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Hospital, and Hospital shall have no claim whatsoever against the County.

6. MAXIMUM COUNTY OBLIGATION: County's maximum payment obligation for Hospital services provided hereunder shall not exceed the sum of the total dollar amount made available by HHS to County for Hospital under the Program.

The payment obligations of County under this Agreement are at all times contingent upon receipt by County of HHS funding, sufficient to compensate Hospital and all other participating contract hospital providers under the Program.

7. BILLING AND PAYMENT: Payment for the Basic activities

identified in Exhibit A, Statement of Work, will be provided in a lump sum to each participating facility.

8. COMPLIANCE WITH HOSPITAL PREPAREDNESS PROGRAM GRANT:
Hospital agrees to comply with all terms and conditions, to the extent applicable, as set forth in the HPP grant for the Program. The Assurance Non-Construction Programs is set forth in Exhibit B attached hereto and incorporated herein by reference of this Agreement.

9. MAINTENANCE OF STATUS: As a condition of receiving HPP monies hereunder, Hospital promises to maintain through the Agreement term at least the same number and designation of emergency department and trauma care permits it held on January 1, 2008.

10. RECOVERY OF PAYMENT/EQUIPMENT: Hospital shall return monies and/or equipment provided by County, if Hospital fails to implement the Hospital Deliverables as set forth in Exhibit A, Statement of Work attached hereto and incorporated herein by reference of this Agreement. Compliance to be determined at the sole discretion of the County.

11. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between the County and Hospital and is not intended and shall not be construed, to

create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Hospital.

B. Hospital understands and agrees that all persons furnishing hospital services on behalf of Hospital under this Agreement are, for purposes of Workers' Compensation liability, not the responsibility of County.

C. Hospital shall bear the sole responsibility and liability for any and all Workers' Compensation benefits which are legally required to be paid to any person for injuries arising from, or connected with, services performed on behalf of Hospital pursuant to this Agreement.

12. INDEMNIFICATION: Hospital shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Hospital's acts and/or omissions arising from and/or relating to this Agreement.

13. GENERAL INSURANCE REQUIREMENTS: Without limiting Hospital's indemnification of County, and during the term of

this Agreement, Hospital shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Hospital's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Contract Administrator, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, CA 90012 prior to commencing services under this Agreement, such certificate or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability

policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Hospital to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Hospital to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Hospital to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall

constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

County, at its sole option, may obtain damages from Hospital resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Hospital, County may deduct from sums due to Hospital any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims or Suits:

Hospital shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Hospital and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Hospital arising from or related to services performed by Hospital under this Agreement.

(3) Any injury to a Hospital employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to

County contract manager and/or liaison.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Hospital under the terms of this Agreement.

E. Compensation for County Costs: In the event that Hospital fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Hospital shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Hospital shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Hospital providing evidence of insurance covering the activities of subcontractors, or

(2) Hospital providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

14. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Hospital is responsible. If Hospital's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other

federal law for which Hospital is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Hospital, its officers or employees with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

15. SPARTA: A County program, known as 'SPARTA' (Service Proposers, Artisan and Tradesman Activities) may be able to assist Hospital in obtaining affordable liability insurance. The County's insurance broker, Municipality Insurance Services, Inc, administers the SPARTA Program. For additional information, a Hospital may call (800) 420-0555 or contact SPARTA through the e-mail address: carol@web2wise.com.

16. LICENSES: Hospital shall obtain and maintain, during the term of this Agreement, all appropriate licenses required by law for the operation of its facility and for the provision of services hereunder. Hospital, in its operation, shall also comply with all applicable local, State, and federal statutes, ordinances, and regulations.

17. EMPLOYMENT ELIGIBILITY VERIFICATION: Hospital warrants that it fully complies with all federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Hospital shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Hospital shall retain such documentation for all covered employees for the period prescribed by law. Hospital shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Hospital or County in connection with any alleged violation of federal statutes or regulations pertaining to the

eligibility for employment of persons performing services under this Agreement.

18. ADMINISTRATION AND MONITORING:

A. The Department of Health Services Director ("Director") or his authorized designee shall have the authority to administer this Agreement on behalf of County.

B. Hospital extends to Director and to authorized representatives of the County, the right to review and monitor Hospital's programs and procedures, and to inspect its facilities for contractual compliance at any time with reasonable notice.

19. COUNTY'S QUALITY ASSURANCE PLAN: Director may evaluate Hospital's performance under this Agreement on not less than an annual basis. Such evaluation may include assessing Hospital's compliance with all contract terms and performance standards. Hospital deficiencies which Director determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Hospital. If improvement does not occur consistent with the corrective action measures, County may terminate Agreement or

impose other penalties as specified in Agreement.

20. RECORDS AND AUDITS:

A. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Hospital, Hospital shall fully cooperate with such representatives. Hospital shall allow County representatives access to all pertinent reports, and shall allow photocopies to be made of these documents utilizing Hospital's photocopier, for which County shall reimburse Hospital its customary charge for record copying services, if requested. Such audit/compliance review shall not extend to records of medical staff or peer review committees. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Hospital. Hospital shall be provided with a copy of any written evaluation reports.

B. Availability of Personnel, Facilities, Protocols: Hospital shall make its personnel, facilities, and decontamination protocols available to assist with the inspection at reasonable times by authorized representatives of Director, to verify compliance with

applicable standards and regulations and with the terms of this Agreement.

21. CONFIDENTIALITY: Hospital agrees to maintain the confidentiality of its records, including billings, in accordance with all applicable State, federal, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Hospital shall inform all of its officers, employees, and agents, and others providing services hereunder of said confidentiality provisions. County shall maintain the confidentiality of patient medical records made available hereunder in accordance with the customary standards and practices of governmental third-party payers.

22. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Hospital understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the

establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Hospital understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Hospital's behalf. Hospital has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Hospital's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"HOSPITAL AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS),

FOR ITS FAILURE TO COMPLY WITH HIPAA."

23. NONDISCRIMINATION IN SERVICES: Hospital shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental disability, or medical condition, or sexual orientation, in accordance with applicable requirements of State and federal law.

24. NONDISCRIMINATION IN EMPLOYMENT: Hospital's and its contractor's, as ensued by Hospital, employment practices and policies shall also meet all applicable State and federal nondiscrimination requirements.

25. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Hospital shall use its best efforts to assure that no employee will perform services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

26. HOSPITAL'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Hospital recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any

other provision of this Agreement, full performance by Hospital during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Hospital for which Director may suspend or County may immediately terminate this Agreement.

27. UNLAWFUL SOLICITATION: Hospital shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Hospital agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

28. CONFLICT OF INTEREST: No County employee whose position in County enables him or her to influence the award of this Agreement or any competing Agreement, and no spouse or

economic dependent of such employee shall be employed in any capacity by Hospital herein, or have any other direct or indirect financial interest in this Agreement.

No officer, subcontractor, agent, or employee of Hospital who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

29. FAIR LABOR STANDARDS ACT: Hospital shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Hospital's employees for which County may be found jointly or solely liable.

30. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Hospital shall notify its employees, and shall require each subcontractor to notify its employees, that they

may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set for in Internal Revenue Service Notice 1015.

31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Hospital shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C attached hereto and incorporated herein by reference of this Agreement, and is also available on the Internet at www.babysafela.org for printing purposes."

32. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: Hospital shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim

under this Agreement, as a consequence of any such County consent, shall reduce dollar for dollar any claims which Hospital may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Hospital, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Hospital may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Hospital to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Hospital on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any

County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

33. MERGER PROVISION: This contract document and its attachments fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement of the parties. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

34. SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Hospital's employees, both parties agree that Hospital may encounter a need for highly specialized services for which Hospital may find it necessary to subcontract. The requirements for such limited use of subcontracting are as follows:

A. No performance of this Agreement or any portion thereof shall be subcontracted by Hospital without the prior written consent of Director or his/her authorized designee(s). Any attempt by Hospital to subcontract any

performance of services under this Agreement without the prior written consent of Director or his/her authorized designee(s) shall be null and void and shall constitute a material breach of this Agreement.

B. In the event Director or his/her authorized designee(s) may consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

C. In the event that Director or his/her authorized designee(s) would consent to subcontracting, Hospital shall include in all subcontracts under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefits of the County of Los Angeles.

D. Hospital's request to Director or his/her authorized designee(s) for approval to enter into a subcontract shall include:

- (1) A description of the services, to be provided by the subcontract.

(2) Identification of the proposed subcontractor and documented explanation as to the qualifications of the subcontractor and the ability to provide services required in the Contract, and to include a description of Hospital's efforts to obtain competitive bids of why and how the proposed subcontractor was selected.

(3) Any other information and/or certifications requested by Director or his/her authorized designee(s).

E. All subcontracts shall be made in the name of Hospital and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Hospital of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of any subcontractor. Approval of the provisions of any subcontract by Director or his/her authorized designee(s) shall not be construed to constitute a determination of the allocability of any cost under this Agreement.

F. Hospital shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or

responsibility for any payment or other compensation for any subcontractor.

35. HOSPITAL RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Hospital is hereby notified that, in accordance Chapter 2.202 of the County Code, if County acquires information concerning the performance of Hospital under this Agreement or other contracts, which indicates that Hospital is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Hospital from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Hospital may have with County.

C. County may debar Hospital if the Board of Supervisors finds, in its discretion, that Hospital has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any

act or omission which negatively reflects on Hospital's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Hospital may be subject to debarment, Director will notify Hospital in writing of the evidence which is the basis for the proposed debarment and will advise Hospital of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Hospital or Hospital's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Hospital should be debarred, and, if so, the appropriate length of time of the debarment. If Hospital fails to avail itself of the

opportunity to submit evidence to the Contractor Hearing Board, Hospital shall be deemed to have waived all rights of appeal.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to (subcontractors/subconsultants) of County contractors.

36. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: Hospital hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Hospital certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Hospital certifies that, to its

knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Hospital shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Hospital to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

37. HOSPITAL'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Hospital agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding this or any other provision of this Agreement, the parties do not in any way intend that any person

shall acquire any rights as a third party beneficiary of this Agreement.

38. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Hospital require additional or replacement personnel after the effective date of this Agreement, Hospital shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Hospital's minimum qualifications for the open position. The County will refer GAIN participants by job category to Hospital.

39. HOSPITAL'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Hospital hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Hospital will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Hospital or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Hospital or one or more staff members barring

it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Hospital shall indemnify, defend, and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Hospital or its staff members from such participation in a federally funded health care program.

Failure by Hospital to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

40. HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Hospital acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Hospital's duty under this Agreement to comply with all applicable provisions of law, Hospital warrants that it is now in compliance and shall during the term

of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

41. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Hospital to maintain compliance with the requirements set forth in Paragraph 42 (Hospital's Warranty of Adherence to County's Child Support Compliance Program), hereinabove, shall constitute a default by Hospital under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 43 (Termination for Default), hereinbelow, and pursue debarment, pursuant to County Code Chapter 2.202.

42. TERMINATION FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Hospital: Hospital shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Hospital.

(4) The execution by Hospital of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

43. TERMINATION FOR DEFAULT:

A. County may, by written notice to Hospital, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

(1) Hospital has materially breached this Agreement;

(2) Hospital fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

(3) Hospital fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure;

B. In the event County terminates this Agreement in whole or in part as provided in Subparagraph A, hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Hospital shall be

liable to County for any and all excess costs incurred by the County, as determined by County, for such similar goods and services. Hospital shall continue the performance of this Agreement to the extent not terminated under the provisions of this Subparagraph.

C. Except with respect to defaults of any subcontractors, Hospital shall not be liable for any such excess costs of the type identified in the subparagraph hereinabove, if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Hospital. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Hospital. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Hospital and subcontractor, and without the fault or

negligence of either of them, Hospital shall not be liable for any such excess costs for failure to perform, unless the goods and services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Hospital to meet the required performance schedule.

As referenced in this Subparagraph C, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

D. If, after the notice of termination of this Agreement under the provisions of this Paragraph, it is determined by the County that Hospital was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 44 (Termination for Convenience), hereinbelow.

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and provided by law or under this Agreement.

44. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in

part from time to time when such action is deemed by County and Hospital to be in its best interest. Termination of services hereunder shall be effected by delivery to the non-notifying party of a thirty (30) day by the County, and of a one hundred and twenty (120) days by the Hospital, advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Hospital shall stop services under this Agreement on the date and to the extent specified in such Notice of Termination.

After receipt of a Notice of Termination, Hospital shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of Hospital to submit its termination claim and invoice within the time allowed, County may determine in the reasonable exercise of its judgment on the basis of information available to County, the amount, if any, due to Hospital in respect to the termination, and such determination shall be final. After such determination is made, County shall

pay Hospital the amount so determined.

Hospital, for a period of seven (7) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Hospital under this Agreement in respect of the termination of services hereunder. All such books, records, documents or other evidence shall be retained by Hospital or made available by Hospital at a location in Los Angeles County and shall be made available within twenty (20) working days of County's request during County's normal business hours to representatives of County for purposes of inspection or audit. In the event that such books, records, documents, or other evidence are located outside Los Angeles County, then, at Hospital's option, such inspection or audit shall take place at an agreed place at such location, and Hospital shall pay County for travel, per diem, and other costs related to such inspection or audit.

45. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Hospital, immediately terminate the right of Hospital to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Hospital, either directly or through an intermediary, to any County

officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Hospital's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Hospital as it could pursue in the event of default by Hospital.

Hospital shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the county Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

46. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Hospital shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating

to the property. County's periodic monitoring visits to Hospital's facilities shall include a review of compliance with the provisions of this Paragraph.

47. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Hospital agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Hospital under this Agreement.

48. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Hospital's services under this Agreement, Hospital shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

49. COUNTY LOBBYISTS: Hospital and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010. retained by Hospital, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Hospital or any County lobbyist

or County lobbying firm retained by Hospital to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

50. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Hospital shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Hospital after the expiration or other termination of this Agreement. Should Hospital receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Hospital.

This provision shall survive the expiration or other termination of this Agreement.

51. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Hospital agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought

hereunder shall be exclusively in the County of Los Angeles, California.

52. COMPLIANCE WITH APPLICABLE LAW: Hospital shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. Hospital shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Hospital or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

53. COMPLIANCE WITH CIVIL RIGHTS LAWS: Hospital assures that it will comply with all applicable provisions of the Civil Rights Act of 1964, 42 USC Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity

supported by this Agreement. Hospital shall comply with Exhibit D, Contractor's EEO Certification, attached hereto and incorporated herein by reference.

54. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

55. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

56. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. County's Director of Health Services shall have the authority to issue all notices which are required or permitted by County

hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) days prior written notice thereof to the parties.

To County: (1) Department of Health Services
 Contracts and Grants Division
 313 North Figueroa Street
 Sixth Floor-East
 Los Angeles, California 90012

Attention: Division Chief

 (2) Department of Health Services
 Emergency Medical Services Agency
 5555 Ferguson Drive, Suite 220
 Commerce, California 90022

Attention: Director

 (3) Department of Health Services
 Fiscal Management
 313 North Figueroa Street, Room 531
 Los Angeles, California 90012

Attention: Financial Officer

To Hospital: ==
 ==
 ==

Attention: Chief Executive Officer

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

/

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/

/

Director of Health Services or his designee, and Hospital has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Hospital

By _____
Signature

By _____
(Type Name)

Title _____

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDS
HOSPITAL PREPAREDNESS PROGRAM

BASIC AGREEMENT

STATEMENT OF WORK

I. HOSPITAL RECEIVABLES:

Hospital shall receive from the County:

A. Standardized personal protective equipment (PPE) worth approximately Twenty Thousand Dollars (\$20,000), both decontamination PPE and isolation kits;

B. Funding of a minimum of Ten Thousand and Five Hundred Dollars (\$10,500) to off-set the cost of staff training and to off-set the cost of staff time in planning and participating in disaster exercises/drills;

C. Funding of a minimum of Forty-Two Thousand and Nine Hundred Dollars (\$42,900) to off-set the cost of a designated disaster planner (at least fifty [50] percent time dedicated to disaster activities);

D. Funding of a minimum of Ten Thousand Dollars (\$10,000) to enhance communication/information technology equipment in hospital Command Center to provide improved communication;

E. Funding of a minimum of Twelve Thousand Dollars (\$12,000) to purchase the identified Disaster Management System;

F. Funding of a minimum of Three Thousand Dollars (\$3,000) to purchase equipment used in evacuation of non-ambulatory patients; and

G. Ongoing *Mass Casualty Decontamination for Hospitals* training for the decontamination team to prepare the team to handle ambulatory converging patients requiring decontamination and consultation regarding decontamination team composition.

II. HOSPITAL DELIVERABLES:

Hospital shall:

A. Store, secure and maintain Personal Protective Equipment (PPE), including decontamination PPE and isolation kits and replace as needed to ensure a constant state of readiness;

B. Identify Hospital personnel to develop a decontamination team that provides coverage twenty-four (24) hours a day, three hundred sixty-five (365) days a year, designate a team Safety Officer, implement a respiratory protections program for the decontamination

team that meets Occupational Safety and Health Administration (OSHA) requirements, arrange for training that will prepare the team to handle ambulatory converging patients requiring decontamination, conduct practice/refresher training on at least a quarterly basis involving decontamination team members and conduct at least one (1) decontamination drill/exercise annually that will prepare the team to handle ambulatory converging patients requiring decontamination;

C. Designate a disaster planner position to assist with the overall disaster preparedness activities of the facility including planning, which addresses general disaster preparedness, fatality management and hospital evacuation, implementing plans through real events or exercises and coordinating hospital preparedness activities with assigned Disaster Resource Center (DRC), umbrella hospitals and the Emergency Medical Services (EMS) Agency. The disaster planner must be at least fifty percent (50%) dedicated (twenty [20] hours/week) to disaster activities and must attend one hundred percent (100%) of the regional DRC umbrella meetings. If unable to attend, a designee must attend and represent the hospital at these meetings;

D. Ensure all seventeen (17) elements of the National Incident Management System (NIMS) compliance activities for hospitals and healthcare systems are implemented by September 30, 2008 (Attachment I) herein below;

E. Purchase the identified Disaster Management System and begin training of the Hospital Command Center staff;

F. Participate in exercises and drills in conjunction with County and community partners to ensure Hospital preparedness and maintain records of staff participation;

G. Provide training to Hospital staff in the areas of disaster preparedness and ensure staff assigned to the Hospital's Command Center in the roles of Command staff and Section Chiefs, under the Hospital Incident Command System, complete the on-line *IS 700: National Incident Management System (NIMS)*, *IS 100: Introduction to the Incident Command System (ICS)* and *IS 200: ICS for Single Resources and Initial Action Incidents* by September 30, 2008, as required by the U.S. Department of Homeland Security and maintain records of attendance. The *IS 800: National Response Plan*

(NRP), an Introduction, course should be completed by individual(s) responsible for the Hospital's emergency management program. - All on-line courses can be found at <http://www.training.fema.gov/emiweb/is/crslist.asp>;

H. Participate in the hospital volume based surveillance program through the ReddiNet® system (9-1-1 Receiving facilities only);

I. Participate in the hospital bed tracking activities including reporting available bed capability and current hospital census through the ReddiNet® system, as requested by the County. Hospitals that do not currently have access to the ReddiNet® system shall subscribe to the applicable modules of the ReddiNet® web-based system;

J. Develop a mechanism to provide patient outcome data to the EMS Agency on all 9-1-1 patients received (9-1-1 Receiving facilities only). Data to include hospital identifier, patient account number, EMS sequence number, date and time of arrival, 9-1-1 provider code (if available), patient age and sex, disposition and ICD-9 diagnosis code from the emergency department;

K. Enhance communication/information technology capabilities of Hospital Command Center and ensure key

communication equipment is connected to an uninterrupted power source;

L. Develop evacuation plans that address the movement of non-ambulatory patients;

M. Complete surge capacity survey, as requested by the County, and;

N. Collaborate with County related to Pandemic Influenza planning and incorporate this planning into the Hospital's overall emergency management plan.

III. Mutual Aid

Mutual aid support is a well established emergency management concept and addresses the sharing or loaning of resources during disasters. Hospitals participating in the Hospital Preparedness Program shall provide assistance to other healthcare entities as possible, without compromising their own facility's responsibilities. Mutual Aid shall be coordinated by the EMS Agency, the Disaster Medical and Health Coordinator for the County.

IV. Additional Funding

Eligible hospitals may receive additional funding, not to exceed the amount budgeted under the term of this Agreement, to be used for special projects which meet Critical Benchmark

requirements under the applicable Hospital Preparedness Program Work Plan and Federal guidance. The amount of funding each eligible hospital receives will be determined based on the amount budgeted for the project and the number of eligible hospitals participating in the special project. County shall issue to Hospital work orders, from time to time, as necessary and shall specify all Hospital receivables (including amount of additional funding), and deliverables.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE: DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances, as referenced in Attachment II, Certifications, hereinbelow. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §~4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §~1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §~794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §~6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as

amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §~523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §~290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §~3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §~1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §~276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §~327-333), regarding labor standards for federally assisted construction.
10. Will comply, if applicable, with flood insurance purchase requirements of

Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EQ 11738; (c) protection of wetland pursuant to EQ 11990; (d) evaluation of flood hazards in floodplains in accordance with EQ 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §~1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §~7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §~1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EQ 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974(16 U.S.C. §~469a-1 etseq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §~2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §~4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

Standard Form 424B (Rev.7-97)
Prescribed by OMB Circular A-102

SURRENDER SAFELY BABY LAW

no shame.
no blame.
no names.
now there's a way to
safely surrender your baby

**The Newborn Abandonment Law - A Confidential Safe Haven For
Newborns**

In California, the Newborn Abandonment Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org

State of California

Arnold Schwarzenegger, Governor
Debra Bowen, Secretary of State
S. Kimberly Belshe, Secretary of Health
& Human Services
Cliff Allenby, Director of Department of
Social Services

Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Newborn Abandonment Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Newborn Abandonment Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out.

Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Newborn Abandonment Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Newborn Abandonment Law.

This baby was the eighteenth child protected under California's Newborn Abandonment Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

SURRENDER SAFELY BABY LAW

**sin pena.
sin culpa.
sin nombres.**

**ahora hay una manera para entregar
a su bebé sin ningún peligro**

**Ley Sobre Cómo Entregar A Su Bebé Sin Ningún Peligro....
Un refugio seguro y confidencial para los recién nacidos.**

La ley sobre cómo entregar a su bebé sin ningún peligro permite que una persona entregue a su bebé sin tener miedo de ser arrestada o recibir enjuiciamiento siempre y cuando el bebé no haya sufrido abuso o negligencia. No requiere que se proporcione ningún nombre ni otra información al momento que se entregue el bebé. Permite que los padres entreguen a su bebé, antes de que pasen tres días de su nacimiento, en la sala de emergencia de un hospital u otros lugares designados como refugios seguros en California. El bebé se colocará en un hogar de crianza temporal o en un hogar pre-adoptivo.

En California, nunca nadie tiene que volver a abandonar a un bebé.

En el Condado de Los Angeles:

**(877) BABY SAFE
(877) 222-9723
babysafela.org**

Estado de California

Arnold Schwarzenegger, Governor
Debra Bowen, Secretaría de Estado
S. Kimberly Belshe, Secretaría de Salud
y Servicios Humanos
Cliff Allenby, Director de Departamento
de Servicios Sociales

**Junta de Supervisores del Condado de Los
Angeles**

Gloria Molina, Supervisora del Primer Distrito
Yvonne Brathwaite Burke, Supervisora del Segundo Distrito
Zev Yaroslavsky, Supervisor del Tercero Distrito
Don Knabe, Supervisor del Cuarto Distrito
Michael D. Antonovich, Supervisor del Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la ley sobre cómo entregar a su bebé sin ningún peligro, conocida en inglés como "Newborn Abandonment Law" ?

Es una ley nueva. Bajo esta ley, una persona puede entregar a su bebé de manera confidencial. Siempre y cuando el bebé no haya sufrido abuso o negligencia, la persona puede entregar a su bebé sin tener el miedo de ser arrestada o recibir enjuiciamiento.

¿Cómo funciona?

Un padre/madre angustiado que no puede o no quiere cuidar a su bebé puede, legalmente y en forma confidencial y segura, entregar a su bebé antes de que pasen tres días de su nacimiento. Todo lo que se requiere es que se lleve al bebé a la sala de emergencia de un hospital en California. Una banda de identificación se colocará en el brazo del bebé. Una banda con la misma identificación se le entregará al padre/madre. Dicha banda de identificación ayudará a conectar al padre/madre con el bebé si es que él o ella quiere recuperarlo.

¿Puede solamente el padre/madre entregar al bebé?

En la mayoría de los casos, el padre/madre entregará al bebé al hospital. La ley permite que otra persona entregue al bebé si es que tiene la custodia legal.

¿Tiene el padre/madre que llamar antes de entregar al bebé?

No. Un padre/madre puede entregar al bebé en un hospital en cualquier momento, las 24 horas al día, los 7 días de la semana.

¿Tiene el padre/madre que divulgar algo a la persona a la que le entregue el niño?

No. No se requiere nada. Sin embargo, el personal del hospital le entregará al padre/madre un cuestionario sobre información médica que está diseñado para obtener un historial médico de la familia. Esto puede ser muy útil para el cuidado del niño, pero completar el cuestionario es la decisión de los padres.

¿Qué le sucede al bebé?

Se examinará al bebé y se le proporcionará tratamiento médico si es que lo necesita. Luego, la Oficina de Servicios para la Protección de Niños se hará cargo de la custodia y colocará al bebé en un hogar de crianza temporal o en un hogar preadoptivo.

¿Qué le sucede a los padres?

Una vez que hayan entregado al bebé de una manera segura, estarán libres de irse.

¿Qué sucede si un padre/madre quiere recuperar al niño?

El padre/madre (o padres) puede llevar la banda de identificación al hospital. El personal del hospital le proporcionará información acerca del bebé.

¿Por qué está California haciendo esto?

El propósito de la ley sobre cómo entregar a su bebé sin ningún peligro es proteger a los bebés para que no mueran o sufran algún daño debido a que fueron abandonados.

Es posible que haya escuchado historias trágicas de bebés que fueron abandonados en basureros o en baños públicos. Posiblemente, las personas que cometieron estos actos estaban bajo una severa angustia emocional. Las madres pudieron haber escondido sus embarazos, temerosas de lo que sucedería si sus familias se enteraran. Debido a que tenían miedo y no tenían ningún lugar donde buscar ayuda, ellas abandonaron a sus bebés.

Abandonar a un bebé significa un gran peligro para dicho bebé. También es ilegal. Muchas veces, esto resulta en la muerte del bebé. Debido a la ley sobre cómo entregar a su bebé sin ningún peligro, esta tragedia nunca tiene que pasar otra vez en California.

El décimo octavo bebé que fue entregado sin ningún peligro en California

A las 8:30 de la mañana del jueves, 25 de julio de 2002, un bebé recién nacido y saludable se entregó en el centro médico St. Bernardine en San Bernardino, bajo lo estipulado en la ley sobre cómo entregar a su bebé sin ningún peligro.

El bebé fue la décima octava criatura protegida bajo esta ley. Como lo estipula la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencia, un pediatra lo examinó y está saludable y bien. El bebé se colocó en un hogar de crianza temporal donde recibió cuidado por un corto tiempo mientras se empezaban los trámites de adopción.

Cada bebé merece la oportunidad de tener una vida saludable. Si usted, o alguien más a quien conoce, está considerando entregar a su bebé, conozca sus opciones.

Ciertamente, nosotros preferiríamos que las mujeres buscaran ayuda mientras están embarazadas, no después de que dan a luz, para recibir cuidado médico y asesoramiento apropiados. Pero al mismo tiempo, queremos asegurarles a los padres, que si deciden no quedarse con su bebé, que no irán a la cárcel si lo entregan a unas manos seguras en la sala de emergencia de un hospital.

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION		YES	NO
1.	Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2.	Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3.	Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4.	When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name of Signer (Please print)

Title of Signer

National Incident Management System (NIMS) Compliance Activities for Hospitals (public and private)

Organizational Adoption

Element 1

Adopt NIMS at the organizational level for all departments and business units, as well as promote and encourage NIMS adoption by associations, utilities, partners and suppliers.

Example of compliance:

- *The seventeen elements included in this document are addressed in the organization's emergency management program documentation.*

Command and Management

Element 2

Incident Command System (ICS)

Manage all emergency incidents and preplanned (recurring/special events) in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include consistent application of Incident Action Planning and Common Communications Plans.

Example of compliance:

- *The organization's Emergency Operations Plan explains the use of ICS, particularly incident action planning and a common communications plan.*

Element 3

Multi-agency Coordination System

Coordinate and support emergency incident and event management through the development and use of integrated multi-agency coordination systems. That is, develop and coordinate connectivity capability with Hospital EOC and local Incident Command Posts (ICPs), local 911 centers, local Emergency Operations Centers (EOCs) and the state EOC as applicable.

Example of compliance:

- *The organization's Emergency Operations Plan explains the management and coordination linkage between the organization's emergency operations center and other, similar, external centers(multi-agency coordination system entities)*

Element 4

Public Information System (PIS)

Implement processes and/or plans to communicate timely, accurate information including through a Joint Information System and Joint Information Center.

Example of compliance:

- *The organization's Emergency Operations Plan explains the management and coordination of public information with health care partners and jurisdictional authorities, such as local public health, emergency management, and so on.*

Preparedness Planning

Element 5

Health care organizations will track NIMS implementation on a yearly basis as part of the organization's emergency management program.

Example of compliance: NIMS organizational adoption, command and management, preparedness/planning, preparedness/training, preparedness/exercises, resource management, and communication and information management activities will be tracked from year-to-year with a goal of improving overall emergency management capability.

Element 6

Develop and implement a system to coordinate appropriate hospital preparedness funding to employ NIMS across the organization.

Example of compliance:

- *The organization's emergency management program documentation includes information on local, state and federal preparedness grants that have been received and work progress.*

Element 7

Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation and corrective action.

Example of compliance:

- *The organization's emergency management program work plan reflects status of any revisions to the Emergency Operations Plan, training materials, response procedures, exercise procedures, equipment changes and/or purchases, evaluation and corrective action processes.*

Element 8

Participate in and promote interagency mutual aid agreements, to include agreements with the public and private sector and non-governmental organizations.

Example of compliance:

- *The organization's emergency management program documentation includes information on mutual aid agreements.*

Preparedness Training

Element 9

Complete IS-700: NIMS: An Introduction.

Example of compliance:

- *The organization's emergency management program training records track completion of IS 700 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*

Element 10

Complete IS-800: NRP: An Introduction.

Example of compliance:

- *The organization's emergency preparedness program training records track completion of IS 800 or equivalent by individual(s) responsible for the hospital's emergency management program.*

Element 11

Complete ICS 100 and ICS 200 training.

Examples of compliance:

- *The organization's emergency preparedness program training records track completion of ICS 100 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*
- *The organization's emergency management program training records track completion of ICS 200 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*

Preparedness Exercises

Element 12

Incorporate NIMS/ICS into internal and external, local and regional emergency management training and exercises.

Example of compliance:

- *The organization's emergency management program training and exercise documentation reflects use of NIMS/ICS.*

Element 13

Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines, multiple agencies and organizations.

Example of compliance:

- *The organization's emergency management program training and exercise documentation reflects the organization's participation in exercises with various external entities.*

Element 14

Incorporate corrective actions into preparedness and response plans and procedures.

Example of compliance:

- *The organization's emergency management program documentation reflects a corrective action process.*

Resource Management

Element 15

Maintain an inventory of organizational response assets.

Example of compliance:

- *The organization's emergency management program documentation includes a resource inventory (e.g. medical/surgical supplies, pharmaceuticals, personal protective equipment, staffing, etc.).*

Element 16

To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into acquisition programs.

Example of compliance:

- *The organization's emergency management program documentation includes emphasis on the interoperability of response equipment, communications and data systems with external entities.*

Communications and Information Management

Element 17

Apply standardized and consistent terminology, including the establishment of plain English communications standards across the public safety sector.

Example of compliance:

- *The organization's emergency management program documentation reflects an emphasis on the use of plain English by staff during emergencies.*

CERTIFICATIONS

**1. CERTIFICATION REGARDING
DEBARMENT AND SUSPENSION**

By signing and submitting this application, the prospective primary participant as defined in 45 CFR Part 76 is providing certification regarding debarment and suspension as set out in Appendix A of 45 CFR Part 76. The applicant agrees that by submitting this application it will include, without modification, the clause in Appendix B of 45 CFR Part 76 in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76. Should the applicant not certify regarding debarment and suspension, an explanation as to why should be placed after the assurances page in the application package.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

By signing and submitting this application, the applicant is providing certification regarding drug-free workplace requirements as set out in Appendix C to 45 CFR Part 76. For purposes of notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Division of Grants Policy and Oversight
Office of Management and Acquisition
Department of Health and Human Services
Room 5 17-D
200 Independence Avenue, S.W.
Washington, D.C. 20201

**3. CERTIFICATION REGARDING
LOBBYING**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements exceeding \$100,000 in total costs (45 CFR Part 93). By signing and submitting this application, the applicant is providing certification set out in Appendix A to 45 CFR Part 93.

**4. CERTIFICATION REGARDING
PROGRAM FRAUD CIVIL REMEDIES
ACT (PFCRA)**

The authorized official signing for the applicant organization certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The official signing agrees that the applicant organization will comply

with the DHHS, PHS, and CDC terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

The authorized official signing for the applicant organization certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this

certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

CDC strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the DHHS and CDC mission to protect and advance the physical and mental health of the American people.

CDC 0.1246 (E)

EXHIBIT II

CONTRACT No. H-_____



UNITED STATES DEPARTMENT
OF
HEALTH AND HUMAN SERVICES FUNDS
HOSPITAL PREPAREDNESS PROGRAM

EXPANDED AGREEMENT

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Contract # H-_____

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDS
HOSPITAL PREPAREDNESS PROGRAM
EXPANDED AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Hospital").

WHEREAS, Section 2802(b) of the Public Health Services Act, as amended by the Pandemic and All-Hazards Preparedness Act authorizes the Secretary of Health and Human Services to continue to award cooperative agreements to enable the recipient entities to continue to improve surge capacity and enhance community and hospital preparedness; and

WHEREAS, the United States Department of Health and Human Services (HHS), awarded a grant to County, for the use, or distribution of funds to all acute care Hospitals and other healthcare entities, under administration of County in connection and in accordance with the Hospital Preparedness Program (HPP) (Program), to support County and Hospital

activities related to hospital preparedness for natural and manmade disasters including terrorism; and

WHEREAS, Hospital is licensed in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code ("HSC") sections 1250, et seq.) and the regulations promulgated pursuant thereto, and is equipped, staffed, and willing to provide medical care and treatment during disasters for and in consideration of funds or equipment provided for use by Hospital under this Agreement and upon the conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized by provisions of the Revised Continuing Appropriations Resolution, 2007, Public Law 110-5.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree hereto as follows:

1. GOVERNING LAWS: Provisions of this Agreement relating to the terms and conditions of disbursement of Program funds to Hospital shall be construed in accordance with the Public Health Services Act, as amended by the Pandemic and All-Hazards Preparedness Act (hereinafter "governing laws").

Any provision of this Agreement which may conflict with the governing laws is hereby amended to conform to the provisions of the governing laws. Any amendment to the governing laws, to the

extent it affects a term or condition of this Agreement, shall also be deemed to amend this Agreement as determined by County on the effective date of such amendment, even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

2. BASIS AND PURPOSE: The basis of this Agreement is the desire and intention of the parties to cooperate in the development, implementation, and evaluation of Hospital Preparedness. Its purpose is to establish, in a manner reflective of such cooperative basis that (a) appropriate disaster response is rendered by each Hospital; (b) the specific duties and responsibilities of the parties with respect to hospital preparedness as expressed herein are addressed and (c) appropriate procedures are implemented to respond to a disaster.

3. DESCRIPTION OF SERVICES: Hospital shall provide the services described in Exhibits A and B, attached hereto and incorporated herein by reference.

4. TERM AND TERMINATION:

A. This Agreement shall commence effective January 1, 2008, and shall remain in full force and effect until December 31, 2008. To the extent that there exists between the parties an agreement for the U.S. Department of HHS Funds HPP in effect during the term of this Agreement,

the parties understand and agree that the terms and conditions of both Agreements shall remain in effect.

B. In the event of any termination of this Agreement, Hospital shall return any funding they have received to date. In the event that the Agreement terminates because the Hospital ceases to operate as an acute care facility, Hospital shall return any equipment and other Receivables received from the County.

C. County may terminate or suspend this Agreement immediately if Hospital's license to operate its facility hereunder is revoked or suspended.

D. Should HHS cease funding this Program, except as set forth in this Agreement conditions and all Exhibits and Attachments, Hospital shall be entitled to keep for its use any Receivables received from the County.

E. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement for any reason (with or without cause) by giving the other party at least sixty (60) calendar days prior written notice thereof.

5. WORK:

A. Pursuant to the provisions of this Agreement, Hospital shall fully perform, complete and deliver on time,

all tasks, deliverables, services and other work as set forth in Exhibit A, Statement of Work, attached hereto and incorporated herein by reference of this Agreement.

B. If Hospital provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Hospital, and Hospital shall have no claim whatsoever against the County.

6. MAXIMUM COUNTY OBLIGATION: County's maximum payment obligation for Hospital services provided hereunder shall not exceed the sum of the total dollar amount made available by HHS to County for Hospital under the Program.

The payment obligations of County under this Agreement are at all times contingent upon receipt by County of HHS funding, sufficient to compensate Hospital and all other participating contract hospital providers under the Program.

7. BILLING AND PAYMENT: Payment for the Basic activities identified in Exhibit A, Statement of Work, will be provided in a lump sum to each participating facility.

8. COMPLIANCE WITH HOSPITAL PREPAREDNESS PROGRAM GRANT: Hospital agrees to comply with all terms and conditions, to the extent applicable, as set forth in HPP grant for the Program. The Assurance Non-Construction Programs is set forth in Exhibit

B attached hereto and incorporated herein by reference of this Agreement.

9. MAINTENANCE OF STATUS: As a condition of receiving HPP monies hereunder, Hospital promises to maintain through the Agreement term at least the same number and designation of emergency department and trauma care permits it held on January 1, 2008.

10. RECOVERY OF PAYMENT/EQUIPMENT: Hospital shall return monies and/or equipment provided by County, if Hospital fails to implement the Hospital Deliverables as set forth in Exhibit A, Statement of Work attached hereto and incorporated herein by reference of this Agreement. Compliance to be determined at the sole discretion of the County.

11. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between the County and Hospital and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Hospital.

B. Hospital understands and agrees that all persons furnishing hospital services on behalf of Hospital under this Agreement are, for purposes of Workers' Compensation liability, not the responsibility of County.

C. Hospital shall bear the sole responsibility and liability for any and all Workers' Compensation benefits which are legally required to be paid to any person for injuries arising from, or connected with, services performed on behalf of Hospital pursuant to this Agreement.

12. INDEMNIFICATION: Hospital shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Hospital's acts and/or omissions arising from and/or relating to this Agreement.

13. GENERAL INSURANCE REQUIREMENTS: Without limiting Hospital's indemnification of County, and during the term of this Agreement, Hospital shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Hospital's own expense.

A. Evidence of Insurance: Certificate(s) or other

evidence of coverage satisfactory to County shall be delivered to Contract Administrator, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, CA 90012 prior to commencing services under this Agreement, such certificate or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Hospital to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Hospital to provide a bond

guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Hospital to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Hospital resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Hospital, County may deduct from sums due to Hospital any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims or Suits:

Hospital shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Hospital and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Hospital arising from or related to services performed by Hospital under this Agreement.

(3) Any injury to a Hospital employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager and/or liaison.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Hospital under the terms of this Agreement.

E. Compensation for County Costs: In the event that Hospital fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Hospital shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for

Subcontractors: Hospital shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Hospital providing evidence of insurance covering the activities of subcontractors, or

(2) Hospital providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

14. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000)

for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Hospital is responsible. If Hospital's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Hospital is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Hospital, its officers or employees with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000)

aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

15. SPARTA: A County program, known as 'SPARTA' (Service Proposers, Artisan and Tradesman Activities) may be able to assist Hospital in obtaining affordable liability insurance. The County's insurance broker, Municipality Insurance Services, Inc, administers the SPARTA Program. For additional information, a Hospital may call (800) 420-0555 or contact SPARTA through the e-mail address: carol@web2wise.com.

16. LICENSES: Hospital shall obtain and maintain, during the term of this Agreement, all appropriate licenses required by law for the operation of its facility and for the provision of services hereunder. Hospital, in its operation, shall also comply with all applicable local, State, and federal statutes, ordinances, and regulations.

17. EMPLOYMENT ELIGIBILITY VERIFICATION: Hospital warrants that it fully complies with all federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Hospital shall obtain, from all covered employees performing services hereunder, all

verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Hospital shall retain such documentation for all covered employees for the period prescribed by law. Hospital shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Hospital or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

18. ADMINISTRATION AND MONITORING:

A. The Department of Health Services Director ("Director") or his authorized designee shall have the authority to administer this Agreement on behalf of County.

B. Hospital extends to Director and to authorized representatives of the County, the right to review and monitor Hospital's programs and procedures, and to inspect its facilities for contractual compliance at any time with reasonable notice.

19. COUNTY'S QUALITY ASSURANCE PLAN: Director may evaluate Hospital's performance under this Agreement on not less than an annual basis. Such evaluation may include assessing

Hospital's compliance with all contract terms and performance standards. Hospital deficiencies which Director determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Hospital. If improvement does not occur consistent with the corrective action measures, County may terminate Agreement or impose other penalties as specified in Agreement.

20. RECORDS AND AUDITS:

A. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Hospital, Hospital shall fully cooperate with such representatives. Hospital shall allow County representatives access to all pertinent reports, and shall allow photocopies to be made of these documents utilizing Hospital's photocopier, for which County shall reimburse Hospital its customary charge for record copying services, if requested. Such audit/compliance review shall not extend to records of medical staff or peer review committees. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Hospital.

Hospital shall be provided with a copy of any written evaluation reports.

B. Availability of Personnel, Facilities, Protocols:

Hospital shall make its personnel, facilities, and decontamination protocols available to assist with the inspection at reasonable times by authorized representatives of Director, to verify compliance with applicable standards and regulations and with the terms of this Agreement.

21. CONFIDENTIALITY: Hospital agrees to maintain the confidentiality of its records, including billings, in accordance with all applicable State, federal, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Hospital shall inform all of its officers, employees, and agents, and others providing services hereunder of said confidentiality provisions. County shall maintain the confidentiality of patient medical records made available hereunder in accordance with the customary standards and practices of governmental third-party payers.

22. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Hospital understands and

agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Hospital understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Hospital's behalf. Hospital has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Hospital's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"HOSPITAL AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE

ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY.

EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

23. NONDISCRIMINATION IN SERVICES: Hospital shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental disability, or medical condition, or sexual orientation, in accordance with applicable requirements of State and federal law.

24. NONDISCRIMINATION IN EMPLOYMENT: Hospital's and its contractor's, as ensued by Hospital, employment practices and policies shall also meet all applicable State and federal nondiscrimination requirements.

25. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Hospital shall use its best efforts to assure that no employee will perform services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

26. HOSPITAL'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Hospital recognizes that health care facilities

maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Hospital during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Hospital for which Director may suspend or County may immediately terminate this Agreement.

27. UNLAWFUL SOLICITATION: Hospital shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Hospital agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

28. CONFLICT OF INTEREST: No County employee whose position in County enables him or her to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee shall be employed in any capacity by Hospital herein, or have any other direct or indirect financial interest in this Agreement.

No officer, subcontractor, agent, or employee of Hospital who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

29. FAIR LABOR STANDARDS ACT: Hospital shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Hospital's employees for which County may be found jointly or solely liable.

30. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED

INCOME CREDIT: Hospital shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Hospital shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C attached hereto and incorporated herein by reference of this Agreement, and is also available on the Internet at www.babysafela.org for printing purposes."

32. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

Hospital shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any

billings to County by any delegatee or assignee on any claim under this Agreement, as a consequence of any such County consent, shall reduce dollar for dollar any claims which Hospital may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Hospital, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Hospital may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Hospital to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Hospital on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any

County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

33. MERGER PROVISION: This contract document and its attachments fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement of the parties. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

34. SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Hospital's employees, both parties agree that Hospital may encounter a need for highly specialized services for which Hospital may find it necessary to subcontract. The requirements for such limited use of subcontracting are as follows:

A. No performance of this Agreement or any portion thereof shall be subcontracted by Hospital without the prior written consent of Director or his/her authorized designee(s). Any attempt by Hospital to subcontract any performance of services under this Agreement without the

prior written consent of Director or his/her authorized designee(s) shall be null and void and shall constitute a material breach of this Agreement.

B. In the event Director or his/her authorized designee(s) may consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

C. In the event that Director or his/her authorized designee(s) would consent to subcontracting, Hospital shall include in all subcontracts under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefits of the County of Los Angeles.

D. Hospital's request to Director or his/her authorized designee(s) for approval to enter into a subcontract shall include:

(1) A description of the services, to be provided by the subcontract.

(2) Identification of the proposed subcontractor and documented explanation as to the qualifications of

the subcontractor and the ability to provide services required in the Contract, and to include a description of Hospital's efforts to obtain competitive bids of why and how the proposed subcontractor was selected.

(3) Any other information and/or certifications requested by Director or his/her authorized designee(s).

E. All subcontracts shall be made in the name of Hospital and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Hospital of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of any subcontractor. Approval of the provisions of any subcontract by Director or his/her authorized designee(s) shall not be construed to constitute a determination of the allocability of any cost under this Agreement.

F. Hospital shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

35. HOSPITAL RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Hospital is hereby notified that, in accordance Chapter 2.202 of the County Code, if County acquires information concerning the performance of Hospital under this Agreement or other contracts, which indicates that Hospital is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Hospital from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Hospital may have with County.

C. County may debar Hospital if the Board of Supervisors finds, in its discretion, that Hospital has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Hospital's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)

committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Hospital may be subject to debarment, Director will notify Hospital in writing of the evidence which is the basis for the proposed debarment and will advise Hospital of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Hospital or Hospital's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Hospital should be debarred, and, if so, the appropriate length of time of the debarment. If Hospital fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Hospital shall be deemed to have waived all rights of appeal.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the

proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to (subcontractors/ subconsultants) of County contractors.

36. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: Hospital hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Hospital certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Hospital certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Hospital shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any

principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Hospital to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

37. HOSPITAL'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Hospital agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding this or any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

38. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Hospital require additional or replacement personnel after the effective date of this Agreement, Hospital shall give consideration for any such employment openings to participants in the County's Department of Public Social

Services' Greater Avenues for Independence (GAIN) Program who meet Hospital's minimum qualifications for the open position. The County will refer GAIN participants by job category to Hospital.

39. HOSPITAL'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Hospital hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Hospital will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Hospital or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Hospital or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Hospital shall indemnify, defend, and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Hospital or its staff members from such participation in a federally funded health care program.

Failure by Hospital to meet the requirements of this

Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

40. HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Hospital acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Hospital's duty under this Agreement to comply with all applicable provisions of law, Hospital warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

41. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Hospital to maintain compliance with the requirements set forth in Paragraph 42 (Hospital's Warranty of Adherence to County's Child Support Compliance Program), hereinabove, shall constitute a default by Hospital under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 43 (Termination for Default), hereinbelow, and pursue debarment, pursuant to County Code Chapter 2.202.

42. TERMINATION FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Hospital: Hospital shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or

not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Hospital.

(4) The execution by Hospital of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

43. TERMINATION FOR DEFAULT:

A. County may, by written notice to Hospital, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

(1) Hospital has materially breached this Agreement;

(2) Hospital fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

(3) Hospital fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any

obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure;

B. In the event County terminates this Agreement in whole or in part as provided in Subparagraph A, hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Hospital shall be liable to County for any and all excess costs incurred by the County, as determined by County, for such similar goods and services. Hospital shall continue the performance of this Agreement to the extent not terminated under the provisions of this Subparagraph.

C. Except with respect to defaults of any subcontractors, Hospital shall not be liable for any such excess costs of the type identified in the subparagraph hereinabove, if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Hospital. Such causes may include, but are not limited to: acts of God or of the public enemy,

acts of County in either its sovereign or contractual capacity, acts of the federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Hospital. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Hospital and subcontractor, and without the fault or negligence of either of them, Hospital shall not be liable for any such excess costs for failure to perform, unless the goods and services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Hospital to meet the required performance schedule.

As referenced in this Subparagraph C, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

D. If, after the notice of termination of this Agreement under the provisions of this Paragraph, it is determined by the County that Hospital was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the

rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 44 (Termination for Convenience), hereinbelow.

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and provided by law or under this Agreement.

44. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County and Hospital to be in its best interest. Termination of services hereunder shall be effected by delivery to the non-notifying party of a thirty (30) day by the County, and of a one hundred and twenty (120) days by the Hospital, advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Hospital shall stop services under this Agreement on the date and to the extent specified in such Notice of Termination.

After receipt of a Notice of Termination, Hospital shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice.

Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of Hospital to submit its termination claim and invoice within the time allowed, County may determine in the reasonable exercise of its judgment on the basis of information available to County, the amount, if any, due to Hospital in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Hospital the amount so determined.

Hospital, for a period of seven (7) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Hospital under this Agreement in respect of the termination of services hereunder. All such books, records, documents or other evidence shall be retained by Hospital or made available by Hospital at a location in Los Angeles County and shall be made available within twenty (20) working days of County's request during County's normal business hours to representatives of County for purposes of inspection or audit. In the event that such books, records, documents, or other evidence are located outside Los Angeles County, then, at Hospital's option, such inspection or audit shall take place at an agreed place at such location, and

Hospital shall pay County for travel, per diem, and other costs related to such inspection or audit.

45. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Hospital, immediately terminate the right of Hospital to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Hospital, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Hospital's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Hospital as it could pursue in the event of default by Hospital.

Hospital shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the county Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

46. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Hospital shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Hospital's facilities shall include a review of compliance with the provisions of this Paragraph.

47. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Hospital agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Hospital under this Agreement.

48. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Hospital's services under this Agreement, Hospital shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

49. COUNTY LOBBYISTS: Hospital and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010. retained by Hospital, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Hospital or any County lobbyist or County lobbying firm retained by Hospital to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

50. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Hospital shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Hospital after the expiration or other termination of this Agreement. Should Hospital receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Hospital.

This provision shall survive the expiration or other termination of this Agreement.

51. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be construed in accordance with and governed by

the laws of the State of California. Hospital agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

52. COMPLIANCE WITH APPLICABLE LAW: Hospital shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. Hospital shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Hospital or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

53. COMPLIANCE WITH CIVIL RIGHTS LAWS: Hospital assures that it will comply with all applicable provisions of the Civil Rights Act of 1964, 42 USC Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or

national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Hospital shall comply with Exhibit D, Contractor's EEO Certification, attached hereto and incorporated herein by reference.

54. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

55. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

56. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage

prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. County's Director of Health Services shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) days prior written notice thereof to the parties.

To County: (1) Department of Health Services
 Contracts and Grants Division
 313 North Figueroa Street
 Sixth Floor-East
 Los Angeles, California 90012

Attention: Division Chief

(2) Department of Health Services
 Emergency Medical Services Agency
 5555 Ferguson Drive, Suite 220
 Commerce, California 90022

Attention: Director

(3) Department of Health Services
 Fiscal Management
 313 North Figueroa Street, Room 531
 Los Angeles, California 90012

Attention: Financial Officer

To Hospital: ==
 ==
 ==

Attention: Chief Executive Officer

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

Director of Health Services or his designee, and Hospital has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Hospital

By _____
Signature

By _____
(Type Name)

Title _____

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants

EXHIBIT A

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDS
HOSPITAL PREPAREDNESS PROGRAM

EXPANDED AGREEMENT

STATEMENT OF WORK

I. HOSPITAL RECEIVABLES:

Hospital shall receive from the County:

A. Standardized personal protective equipment (PPE) worth approximately Twenty Thousand Dollars (\$20,000), both decontamination PPE and isolation kits;

B. Funding being a minimum of Forty-Four Thousand, Two Hundred and Twenty Dollars (\$44,220) towards the development and construction/installation of a fixed, turnkey, warm water decontamination facility/improvement/apparatus capable of decontaminating fifty (50) ambulatory individuals per hour;

C. Additional funding being a maximum of Fifty Thousand Dollars (\$50,000) to off-set actual expenses, over the initial Forty-Four Thousand, Two Hundred and Twenty Dollars (\$44,220), that were incurred in the development and construction/installation of a fixed, turnkey, warm water casualty decontamination facility/improvement/apparatus;

D. Funding of a minimum of Twenty-One Thousand and Six Hundred Dollars (\$21,600) to off-set the cost of staff training and to off-set the cost of staff time in planning and participating in disaster exercises/drills;

E. Funding of a minimum of Forty-Two Thousand and Nine Hundred Dollars (\$42,900) to off-set the cost of a designated disaster planner (at least fifty percent [50%] time dedicated to disaster activities);

F. Funding of a minimum of Fifteen Thousand Dollars (\$15,000) to enhance communication/information technology equipment in the Hospital Command Center to provide improved communication;

G. Funding of a minimum of Twelve Thousand Dollars (\$12,000) to purchase the identified Disaster Management System;

H. Funding of a minimum of Three Thousand Dollars (\$3,000) to purchase equipment used in evacuation of non-ambulatory patients; and

I. Ongoing *Mass Casualty Decontamination for Hospitals* training for the decontamination team to prepare the team to handle ambulatory converging patients requiring

decontamination and consultation regarding decontamination team composition.

II. HOSPITAL DELIVERABLES:

Hospital shall:

A. Store, secure and maintain Personal Protective Equipment (PPE), including decontamination PPE and isolation kits and replace as needed to ensure a constant state of readiness;

B. Develop a mass casualty fixed warm water decontamination capability;

C. Identify Hospital personnel to develop a decontamination team that provides coverage twenty-four (24) hours a day, three hundred sixty-five (365) days a year, designate a team Safety Officer, implement a respiratory protections program for the decontamination team that meets Occupational Safety and Health Administration (OSHA) requirements, arrange for training that will prepare the team to handle ambulatory converging patients requiring decontamination, conduct practice/refresher training on at least a quarterly basis involving decontamination team members and conduct at least one (1) decontamination drill/exercise annually that will

prepare the team to handle ambulatory converging patients requiring decontamination;

D. Designate a disaster planner position to assist with the overall disaster preparedness activities of the facility including planning, which addresses general disaster preparedness, fatality management and hospital evacuation, implementing plans through real events or exercises and coordinating hospital preparedness activities with assigned DRC, umbrella hospitals and the Emergency Medical Services (EMS) Agency. The disaster planner must be at least fifty percent (50%) dedicated (20 hours/week) to disaster activities and must attend one hundred percent (100%) of the regional DRC umbrella meetings. If unable to attend, a designee must attend and represent the hospital at these meetings;

E. Ensure all seventeen (17) elements of the National Incident Management System (NIMS) compliance activities for hospitals and healthcare systems are implemented by September 30, 2008 (Attachment I) herein below;

F. Purchase the identified Disaster Management System and begin training of the Hospital Command Center staff;

G. Participate in exercises and drills in conjunction with County and community partners to ensure Hospital preparedness and maintain records of staff participation;

H. Provide training to Hospital staff in the areas of disaster preparedness and ensure staff assigned to the Hospital's Command Center in the roles of Command staff and Section Chiefs, under the Hospital Incident Command System, complete the on-line *IS 700: National Incident Management System (NIMS)*, *IS 100: Introduction to the Incident Command System (ICS)* and *IS 200: ICS for Single Resources and Initial Action Incidents* by September 30, 2008, as required by the U.S. Department of Homeland Security and maintain records of attendance. The *IS 800: National Response Plan (NRP), an Introduction*, course should be completed by individual(s) responsible for the Hospital's emergency management program. All on-line courses can be found at <http://www.training.fema.gov/emiweb/is/crslist.asp>;

I. Participate in the hospital volume based surveillance program through the ReddiNet® system (9-1-1 Receiving facilities only);

J. Participate in the hospital bed tracking activities including reporting available bed capability and current hospital census through the ReddiNet® system, as requested by the County. Hospitals that do not currently have access to the ReddiNet® system shall subscribe to the applicable modules of the ReddiNet® web-based system;

K. Develop a mechanism to provide patient outcome data to the EMS Agency on all 9-1-1 patients received (9-1-1 Receiving facilities only). Data to include hospital identifier, patient account number, EMS sequence number, date and time of arrival, 9-1-1 provider code (if available), patient age and sex, disposition and ICD-9 diagnosis code from the emergency department;

L. Enhance communication/information technology capabilities of Hospital Command Center and ensure key communication equipment is connected to an uninterrupted power source;

M. Develop evacuation plans that address the movement of non-ambulatory patients;

N. Complete surge capacity survey, as requested by the County, and;

O. Collaborate with County related to Pandemic Influenza planning and incorporate this planning into the Hospital's overall emergency management plan.

III. Mutual Aid

Mutual aid support is a well established emergency management concept and addresses the sharing or loaning of resources during disasters. Hospitals participating in the Hospital Preparedness Program shall provide assistance to other healthcare entities as possible, without compromising their own facility's responsibilities. Mutual Aid shall be coordinated by the EMS Agency, the Disaster Medical and Health Coordinator for the County.

IV. Additional Funding

Eligible hospitals may receive additional funding, not to exceed the amount budgeted under the term of this agreement, to be used for special projects which meet Critical Benchmark requirements under the applicable Hospital Preparedness Program Work Plan and Federal guidance. The amount of funding each eligible hospital receives will be determined based on the amount budgeted for the project and the number of eligible

hospitals participating in the special project. County shall issue to Hospital work orders, from time to time, as necessary and shall specify all Hospital receivables (including amount of additional funding), and deliverables.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE: DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances, as referenced in Attachment II, Certifications, hereinbelow. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §~4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §~1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §~794), which prohibits discrimination on the

basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §~6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §~523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §~290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §~3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §~1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §~276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and

Safety Standards Act (40 U.S.C. §~327-333), regarding labor standards for federally assisted construction.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EQ 11738; (c) protection of wetland pursuant to EQ 11990; (d) evaluation of flood hazards in floodplains in accordance with EQ 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §~1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §~7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §~1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of

1966, as amended (16 U.S.C. §470), EQ

11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974(16 U.S.C. §~469a-1 etseq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §~2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §~4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

Standard Form 424B (Rev.7-97)
Prescribed by OMB Circular A-102

SURRENDER SAFELY BABY LAW

no shame.

no blame.

no names.

**now there's a way to
safely surrender your baby**

**The Newborn Abandonment Law - A Confidential Safe Haven For
Newborns**

In California, the Newborn Abandonment Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org

State of California

Arnold Schwarzenegger, Governor
Debra Bowen, Secretary of State
S. Kimberly Belshe, Secretary of Health
& Human Services
Cliff Allenby, Director of Department of
Social Services

Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Newborn Abandonment Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Newborn Abandonment Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out.

Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Newborn Abandonment Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Newborn Abandonment Law.

This baby was the eighteenth child protected under California's Newborn Abandonment Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

SURRENDER SAFELY BABY LAW

**sin pena.
sin culpa.
sin nombres.**

**ahora hay una manera para entregar
a su bebé sin ningún peligro**

**Ley Sobre Cómo Entregar A Su Bebé Sin Ningún Peligro....
Un refugio seguro y confidencial para los recién nacidos.**

La ley sobre cómo entregar a su bebé sin ningún peligro permite que una persona entregue a su bebé sin tener miedo de ser arrestada o recibir enjuiciamiento siempre y cuando el bebé no haya sufrido abuso o negligencia. No requiere que se proporcione ningún nombre ni otra información al momento que se entregue el bebé. Permite que los padres entreguen a su bebé, antes de que pasen tres días de su nacimiento, en la sala de emergencia de un hospital u otros lugares designados como refugios seguros en California. El bebé se colocará en un hogar de crianza temporal o en un hogar pre-adoptivo.

En California, nunca nadie tiene que volver a abandonar a un bebé.

En el Condado de Los Angeles:

**(877) BABY SAFE
(877) 222-9723
babysafela.org**

Estado de California

Arnold Schwarzenegger, Governor
Debra Bowen, Secretaría de Estado
S. Kimberly Belshe, Secretaría de Salud
y Servicios Humanos
Cliff Allenby, Director de Departamento
de Servicios Sociales

**Junta de Supervisores del Condado de Los
Angeles**

Gloria Molina, Supervisora del Primer Distrito
Yvonne Brathwaite Burke, Supervisora del Segundo Distrito
Zev Yaroslavsky, Supervisor del Tercero Distrito
Don Knabe, Supervisor del Cuarto Distrito
Michael D. Antonovich, Supervisor del Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la ley sobre cómo entregar a su bebé sin ningún peligro, conocida en inglés como "Newborn Abandonment Law" ?

Es una ley nueva. Bajo esta ley, una persona puede entregar a su bebé de manera confidencial. Siempre y cuando el bebé no haya sufrido abuso o negligencia, la persona puede entregar a su bebé sin tener el miedo de ser arrestada o recibir enjuiciamiento.

¿Cómo funciona?

Un padre/madre angustiado que no puede o no quiere cuidar a su bebé puede, legalmente y en forma confidencial y segura, entregar a su bebé antes de que pasen tres días de su nacimiento. Todo lo que se requiere es que se lleve al bebé a la sala de emergencia de un hospital en California. Una banda de identificación se colocará en el brazo del bebé. Una banda con la misma identificación se le entregará al padre/madre. Dicha banda de identificación ayudará a conectar al padre/madre con el bebé si es que él o ella quiere recuperarlo.

¿Puede solamente el padre/madre entregar al bebé?

En la mayoría de los casos, el padre/madre entregará al bebé al hospital. La ley permite que otra persona entregue al bebé si es que tiene la custodia legal.

¿Tiene el padre/madre que llamar antes de entregar al bebé?

No. Un padre/madre puede entregar al bebé en un hospital en cualquier momento, las 24 horas al día, los 7 días de la semana.

¿Tiene el padre/madre que divulgar algo a la persona a la que le entregue el niño?

No. No se requiere nada. Sin embargo, el personal del hospital le entregará al padre/madre un cuestionario sobre información médica que está diseñado para obtener un historial médico de la familia. Esto puede ser muy útil para el cuidado del niño, pero completar el cuestionario es la decisión de los padres.

¿Qué le sucede al bebé?

Se examinará al bebé y se le proporcionará tratamiento médico si es que lo necesita. Luego, la Oficina de Servicios para la Protección de Niños se hará cargo de la custodia y colocará al bebé en un hogar de crianza temporal o en un hogar preadoptivo.

¿Qué le sucede a los padres?

Una vez que hayan entregado al bebé de una manera segura, estarán libres de irse.

¿Qué sucede si un padre/madre quiere recuperar al niño?

El padre/madre (o padres) puede llevar la banda de identificación al hospital. El personal del hospital le proporcionará información acerca del bebé.

¿Por qué está California haciendo esto?

El propósito de la ley sobre cómo entregar a su bebé sin ningún peligro es proteger a los bebés para que no mueran o sufran algún daño debido a que fueron abandonados.

Es posible que haya escuchado historias trágicas de bebés que fueron abandonados en basureros o en baños públicos. Posiblemente, las personas que cometieron estos actos estaban bajo una severa angustia emocional. Las madres pudieron haber escondido sus embarazos, temerosas de lo que sucedería si sus familias se enteraran. Debido a que tenían miedo y no tenían ningún lugar donde buscar ayuda, ellas abandonaron a sus bebés.

Abandonar a un bebé significa un gran peligro para dicho bebé. También es ilegal. Muchas veces, esto resulta en la muerte del bebé. Debido a la ley sobre cómo entregar a su bebé sin ningún peligro, esta tragedia nunca tiene que pasar otra vez en California.

El décimo octavo bebé que fue entregado sin ningún peligro en California

A las 8:30 de la mañana del jueves, 25 de julio de 2002, un bebé recién nacido y saludable se entregó en el centro médico St. Bernardine en San Bernardino, bajo lo estipulado en la ley sobre cómo entregar a su bebé sin ningún peligro.

El bebé fue la décima octava criatura protegida bajo esta ley. Como lo estipula la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencia, un pediatra lo examinó y está saludable y bien. El bebé se colocó en un hogar de crianza temporal donde recibió cuidado por un corto tiempo mientras se empezaban los trámites de adopción.

Cada bebé merece la oportunidad de tener una vida saludable. Si usted, o alguien más a quien conoce, está considerando entregar a su bebé, conozca sus opciones.

Ciertamente, nosotros preferiríamos que las mujeres buscaran ayuda mientras están embarazadas, no después de que dan a luz, para recibir cuidado médico y asesoramiento apropiados. Pero al mismo tiempo, queremos asegurarles a los padres, que si deciden no quedarse con su bebé, que no irán a la cárcel si lo entregan a unas manos seguras en la sala de emergencia de un hospital.

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

	CERTIFICATION	YES	NO
1.	Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2.	Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3.	Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4.	When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name of Signer (Please print)

Title of Signer

National Incident Management System (NIMS) Compliance Activities for Hospitals (public and private)

Organizational Adoption

Element 1

Adopt NIMS at the organizational level for all departments and business units, as well as promote and encourage NIMS adoption by associations, utilities, partners and suppliers.

Example of compliance:

- *The seventeen elements included in this document are addressed in the organization's emergency management program documentation.*

Command and Management

Element 2

Incident Command System (ICS)

Manage all emergency incidents and preplanned (recurring/special events) in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include consistent application of Incident Action Planning and Common Communications Plans.

Example of compliance:

- *The organization's Emergency Operations Plan explains the use of ICS, particularly incident action planning and a common communications plan.*

Element 3

Multi-agency Coordination System

Coordinate and support emergency incident and event management through the development and use of integrated multi-agency coordination systems. That is, develop and coordinate connectivity capability with Hospital EOC and local Incident Command Posts (ICPs), local 911 centers, local Emergency Operations Centers (EOCs) and the state EOC as applicable.

Example of compliance:

- *The organization's Emergency Operations Plan explains the management and coordination linkage between the organization's emergency operations center and other, similar, external centers(multi-agency coordination system entities)*

Element 4

Public Information System (PIS)

Implement processes and/or plans to communicate timely, accurate information including through a Joint Information System and Joint Information Center.

Example of compliance:

- *The organization's Emergency Operations Plan explains the management and coordination of public information with health care partners and jurisdictional authorities, such as local public health, emergency management, and so on.*

Preparedness Planning

Element 5

Health care organizations will track NIMS implementation on a yearly basis as part of the organization's emergency management program.

Example of compliance: NIMS organizational adoption, command and management, preparedness/planning, preparedness/training, preparedness/exercises, resource management, and communication and information management activities will be tracked from year-to-year with a goal of improving overall emergency management capability.

Element 6

Develop and implement a system to coordinate appropriate hospital preparedness funding to employ NIMS across the organization.

Example of compliance:

- *The organization's emergency management program documentation includes information on local, state and federal preparedness grants that have been received and work progress.*

Element 7

Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation and corrective action.

Example of compliance:

- *The organization's emergency management program work plan reflects status of any revisions to the Emergency Operations Plan, training materials, response procedures, exercise procedures, equipment changes and/or purchases, evaluation and corrective action processes.*

Element 8

Participate in and promote interagency mutual aid agreements, to include agreements with the public and private sector and non-governmental organizations.

Example of compliance:

- *The organization's emergency management program documentation includes information on mutual aid agreements.*

Preparedness Training

Element 9

Complete IS-700: NIMS: An Introduction.

Example of compliance:

- *The organization's emergency management program training records track completion of IS 700 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*

Element 10

Complete IS-800: NRP: An Introduction.

Example of compliance:

- *The organization's emergency preparedness program training records track completion of IS 800 or equivalent by individual(s) responsible for the hospital's emergency management program.*

Element 11

Complete ICS 100 and ICS 200 training.

Examples of compliance:

- *The organization's emergency preparedness program training records track completion of ICS 100 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*
- *The organization's emergency management program training records track completion of ICS 200 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*

Preparedness Exercises

Element 12

Incorporate NIMS/ICS into internal and external, local and regional emergency management training and exercises.

Example of compliance:

- *The organization's emergency management program training and exercise documentation reflects use of NIMS/ICS.*

Element 13

Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines, multiple agencies and organizations.

Example of compliance:

- *The organization's emergency management program training and exercise documentation reflects the organization's participation in exercises with various external entities.*

Element 14

Incorporate corrective actions into preparedness and response plans and procedures.

Example of compliance:

- *The organization's emergency management program documentation reflects a corrective action process.*

Resource Management

Element 15

Maintain an inventory of organizational response assets.

Example of compliance:

- *The organization's emergency management program documentation includes a resource inventory (e.g. medical/surgical supplies, pharmaceuticals, personal protective equipment, staffing, etc.).*

Element 16

To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into acquisition programs.

Example of compliance:

- *The organization's emergency management program documentation includes emphasis on the interoperability of response equipment, communications and data systems with external entities.*

Communications and Information Management

Element 17

Apply standardized and consistent terminology, including the establishment of plain English communications standards across the public safety sector.

Example of compliance:

- *The organization's emergency management program documentation reflects an emphasis on the use of plain English by staff during emergencies.*

CERTIFICATIONS

**1. CERTIFICATION REGARDING
DEBARMENT AND SUSPENSION**

By signing and submitting this application, the prospective primary participant as defined in 45 CFR Part 76 is providing certification regarding debarment and suspension as set out in Appendix A of 45 CFR Part 76. The applicant agrees that by submitting this application it will include, without modification, the clause in Appendix B of 45 CFR Part 76 in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76. Should the applicant not certify regarding debarment and suspension, an explanation as to why should be placed after the assurances page in the application package.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

By signing and submitting this application, the applicant is providing certification regarding drug-free workplace requirements as set out in Appendix C to 45 CFR Part 76. For purposes of notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Division of Grants Policy and Oversight
Office of Management and Acquisition
Department of Health and Human Services
Room 5 17-D
200 Independence Avenue, S.W.
Washington, D.C. 20201

**3. CERTIFICATION REGARDING
LOBBYING**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements exceeding \$100,000 in total costs (45 CFR Part 93). By signing and submitting this application, the applicant is providing certification set out in Appendix A to 45 CFR Part 93.

**4. CERTIFICATION REGARDING
PROGRAM FRAUD CIVIL REMEDIES
ACT (PFCRA)**

The authorized official signing for the applicant organization certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The official signing agrees that the applicant organization will comply

with the DHHS, PHS, and CDC terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

The authorized official signing for the applicant organization certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the

Act. The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

CDC strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the DHHS and CDC mission to protect and advance the physical and mental health of the American people.

CDC 0.1246 (E)

Contract No. _____

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDS
HOSPITAL PREPAREDNESS PROGRAM

BASIC AGREEMENT

AMENDMENT NO. ==

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Hospital").

WHEREAS, reference is made to that certain document
entitled "HOSPITAL BIOTERRORISM PREPAREDNESS ===(i.e., BASIC)
AGREEMENT", dated =====, and further identified as County
Agreement No. == , and any Amendments hereto (all hereafter
referred to as "Agreement"); and

WHEREAS, Section 2802(b) of the Public Health Services Act,
as amended by the Pandemic and All-Hazards Preparedness Act
authorizes the Secretary of Health and Human Services to
continue to award cooperative agreements to enable the recipient
entities to continue to improve surge capacity and enhance
community and hospital preparedness; and

WHEREAS, it is the intent of the parties to extend the Agreement term so that the parties may continue to support hospital preparedness in the County by building medical surge capability through associated planning, personnel, equipment, training and exercise capabilities and to make changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2008.

2. Paragraph 4.A., TERM AND TERMINATION, shall be deleted in its entirety and replaced with the following:

"A. This Agreement shall commence effective January 1, 2008, and shall remain in full force and effect until December 31, 2008. To the extent that there exists between the parties an agreement for the U.S. Department of Health and Human Services Funds Hospital Preparedness Program in effect during the term of this Agreement, the parties understand and agree that the terms and conditions of both Agreements shall remain in effect."

3. Exhibit A, STATEMENT OF WORK, of Agreement shall be deleted in its entirety and replaced with Exhibit A, STATEMENT OF WORK A-__, attached hereto and incorporated herein by reference.

4. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services or his designee, and Hospital has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Hospital

By _____
Signature

By _____
(Type Name)

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDS
HOSPITAL PREPAREDNESS PROGRAM

BASIC AGREEMENT AMENDMENT

STATEMENT OF WORK

I. HOSPITAL RECEIVABLES:

Hospital shall receive from the County:

A. Funding of a minimum of Ten Thousand and Five Hundred Dollars (\$10,500) to off-set the cost of ongoing staff training and staff time in planning and participating in disaster exercises/drills;

B. Funding of a minimum of Forty Two Thousand and Nine Hundred Dollars (\$42,900) to off-set the cost of a designated disaster planner (at least fifty percent [50%] dedicated to disaster activities);

C. Funding of a minimum of One Thousand Dollars (\$1,000) to off-set the ongoing cost of maintaining a CHEMPACK cache (CHEMPACK locations only);

D. Funding of a minimum of Twelve Thousand Dollars (\$12,000) to purchase the identified Disaster Management System;

E. Funding of a minimum of Three Thousand Dollars (\$3,000) to purchase equipment used in evacuation of non-ambulatory patients, and;

F. Ongoing *Mass Casualty Decontamination for Hospitals* training for the decontamination team to prepare the team to handle ambulatory converging patients requiring decontamination and consultation regarding decontamination team composition.

II. HOSPITAL DELIVERABLES:

Hospital shall:

A. Continue to store, secure and maintain Personal Protective Equipment (PPE) and store, secure and maintain PPE for infection control, and replace as needed to ensure a constant state of readiness;

B. Maintain a decontamination team that provides coverage twenty-four (24) hours a day, three hundred sixty-five (365) days a year, designate a team Safety Officer, implement a respiratory protections program for the decontamination team that meets Occupational Safety and Health Administration (OSHA) requirements and conduct practice/refresher training on at least a quarterly basis involving decontamination team members and conduct at least one (1) decontamination drill/exercise annually that will prepare the team to handle ambulatory converging patients requiring decontamination;

C. Maintain a designated disaster planner position to assist with the overall disaster preparedness activities of the facility including planning, which addresses general disaster preparedness, fatality management and hospital evacuation, implementing plans through real events or exercises and coordinating hospital preparedness activities with assigned Disaster Resource Center (DRC), umbrella hospitals and the Emergency Medical Services (EMS) Agency. The disaster planner must be at least fifty percent (50%) dedicated (twenty [20] hours/week) to disaster activities and must attend one hundred percent (100%) of the regional DRC umbrella meetings. If unable to attend, a designee must attend and represent the hospital at these meetings;

D. Ensure all seventeen (17) elements of the National Incident Management System (NIMS) compliance activities for hospitals and healthcare systems are implemented by September 30, 2008 (Attachment I) herein below;

E. Purchase the identified Disaster Management System and begin training of the Hospital Command Center staff;

F. Participate in exercises and drills in conjunction with County and community partners to ensure

hospital preparedness and maintain records of staff participation;

G. Provide training to Hospital staff in the areas of disaster preparedness and ensure new staff assigned to the Hospital's Operation Center in the roles of Command staff and Section Chiefs, under the Hospital Incident Command System, complete the on-line *IS 700: National Incident Management Systems, An Introduction*, *IS 100: Introduction to the Incident Command System (ICS)* and *IS 200: ICS for Single Resources and Initial Action Incidents*. The *IS 800: National Response Plan (NRP), an Introduction*, course should be completed by individual(s) responsible for the Hospital's emergency management program. All on-line courses can be found at <http://www.training.fema.gov/emiweb/is/crslist.asp>;

H. Participate in the hospital volume based surveillance program through the ReddiNet® system (9-1-1 Receiving facilities only);

I. Participate in the hospital bed tracking activities including reporting available bed capability and current hospital census through the ReddiNet® system, as requested by the County. Hospitals that do not currently

have access to the ReddiNet® system shall subscribe to the applicable modules of the ReddiNet® web-based system;

J. Provide patient outcome data to the EMS Agency on all 9-1-1 patients received (9-1-1 Receiving facilities only). Data to include hospital identifier, patient account number, EMS sequence number, date and time of arrival, 9-1-1 provider code (if available), patient age and sex, disposition and ICD-9 diagnosis code from the emergency department;

K. If Hospital is a CHEMPACK location, secure cache in a climate controlled environment and ensure all CHEMPACK location requirements are met, CHEMPACK Cache Location Requirements (Attachment II) herein below;

L. Develop evacuation plans that address the movement of non-ambulatory patients;

M. Cooperate in updating surge capacity survey, as requested by the County, and;

N. Continue to collaborate with County related to Pandemic Influenza planning and incorporate this planning into the Hospital's overall emergency management plan.

III. Mutual Aid

Mutual aid support is a well established emergency management concept and addresses the sharing or loaning of

resources during disasters. Hospitals participating in the Hospital Preparedness Program shall provide assistance to other healthcare entities as possible, without compromising their own facility's responsibilities. Mutual Aid shall be coordinated by the EMS Agency, the Disaster Medical and Health Coordinator for the County.

IV. Additional Funding

Eligible hospitals may receive additional funding, not to exceed the amount budgeted under the term of this Agreement, to be used for special projects which meet capability requirements under the applicable National Bioterrorism Hospital Preparedness Program Application and Federal program guidance. The amount of funding each eligible hospital receives will be determined based on the amount budgeted for the project and the number of eligible hospitals participating in the special project. County shall issue to Hospital work orders, from time to time, as necessary and shall specify all Hospital receivables (including amount of additional funding) and deliverables.

National Incident Management System (NIMS) Compliance Activities for Hospitals (public and private)

Organizational Adoption

Element 1

Adopt NIMS at the organizational level for all departments and business units, as well as promote and encourage NIMS adoption by associations, utilities, partners and suppliers.

Example of compliance:

- *The seventeen elements included in this document are addressed in the organization's emergency management program documentation.*

Command and Management

Element 2

Incident Command System (ICS)

Manage all emergency incidents and preplanned (recurring/special events) in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include consistent application of Incident Action Planning and Common Communications Plans.

Example of compliance:

- *The organization's Emergency Operations Plan explains the use of ICS, particularly incident action planning and a common communications plan.*

Element 3

Multi-agency Coordination System

Coordinate and support emergency incident and event management through the development and use of integrated multi-agency coordination systems. That is, develop and coordinate connectivity capability with Hospital EOC and local Incident Command Posts (ICPs), local 911 centers, local Emergency Operations Centers (EOCs) and the state EOC as applicable.

Example of compliance:

- *The organization's Emergency Operations Plan explains the management and coordination linkage between the organization's emergency operations center and other, similar, external centers(multi-agency coordination system entities)*

Element 4

Public Information System (PIS)

Implement processes and/or plans to communicate timely, accurate information including through a Joint Information System and Joint Information Center.

Example of compliance:

- *The organization's Emergency Operations Plan explains the management and coordination of public information with health care partners and jurisdictional authorities, such as local public health, emergency management, and so on.*

Preparedness Planning

Element 5

Health care organizations will track NIMS implementation on a yearly basis as part of the organization's emergency management program.

Example of compliance: NIMS organizational adoption, command and management, preparedness/planning, preparedness/training, preparedness/exercises, resource management, and communication and information management activities will be tracked from year-to-year with a goal of improving overall emergency management capability.

Element 6

Develop and implement a system to coordinate appropriate hospital preparedness funding to employ NIMS across the organization.

Example of compliance:

- *The organization's emergency management program documentation includes information on local, state and federal preparedness grants that have been received and work progress.*

Element 7

Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation and corrective action.

Example of compliance:

- *The organization's emergency management program work plan reflects status of any revisions to the Emergency Operations Plan, training materials, response procedures, exercise procedures, equipment changes and/or purchases, evaluation and corrective action processes.*

Element 8

Participate in and promote interagency mutual aid agreements, to include agreements with the public and private sector and non-governmental organizations.

Example of compliance:

- *The organization's emergency management program documentation includes information on mutual aid agreements.*

Preparedness Training

Element 9

Complete IS-700: NIMS: An Introduction.

Example of compliance:

- *The organization's emergency management program training records track completion of IS 700 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*

Element 10

Complete IS-800: NRP: An Introduction.

Example of compliance:

- *The organization's emergency preparedness program training records track completion of IS 800 or equivalent by individual(s) responsible for the hospital's emergency management program.*

Element 11

Complete ICS 100 and ICS 200 training.

Examples of compliance:

- *The organization's emergency preparedness program training records track completion of ICS 100 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*
- *The organization's emergency management program training records track completion of ICS 200 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*

Preparedness Exercises

Element 12

Incorporate NIMS/ICS into internal and external, local and regional emergency management training and exercises.

Example of compliance:

- *The organization's emergency management program training and exercise documentation reflects use of NIMS/ICS.*

Element 13

Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines, multiple agencies and organizations.

Example of compliance:

- *The organization's emergency management program training and exercise documentation reflects the organization's participation in exercises with various external entities.*

Element 14

Incorporate corrective actions into preparedness and response plans and procedures.

Example of compliance:

- *The organization's emergency management program documentation reflects a corrective action process.*

Resource Management

Element 15

Maintain an inventory of organizational response assets.

Example of compliance:

- *The organization's emergency management program documentation includes a resource inventory (e.g. medical/surgical supplies, pharmaceuticals, personal protective equipment, staffing, etc.).*

Element 16

To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into acquisition programs.

Example of compliance:

- *The organization's emergency management program documentation includes emphasis on the interoperability of response equipment, communications and data systems with external entities.*

Communications and Information Management

Element 17

Apply standardized and consistent terminology, including the establishment of plain English communications standards across the public safety sector.

Example of compliance:

- *The organization's emergency management program documentation reflects an emphasis on the use of plain English by staff during emergencies.*

CHEMPACK CACHE LOCATION REQUIREMENTS

I. REQUIREMENTS FOR CACHE LOCATIONS:

Cache locations must be of a suitable size, designed to provide adequate lighting, ventilation, temperature, sanitation, humidity, space and security conditions for storage of pharmaceuticals.

Specifically cache locations must meet the following:

A. Accessibility: The location must be accessible to twenty (20) feet or larger trucks and emergency response vehicles. Each location should have a method for unloading the containers: loading docks, ramps, or forklifts are appropriate. The containers are on wheels; however they are very heavy and can weigh over one thousand (1,000) pounds. A freight elevator may be necessary if the cache location is upstairs.

B. Space: Each cache location must have a minimum of forty (40) square feet per container.

C. Mobility: Cache locations must have seventy-two (72)-inch aisles and thirty-six (36)-inch doorways for the movement of CHEMPACK containers. Any carpets and other floor coverings must not impede movement of the CHEMPACK containers.

D. Temperature/Environmental Requirement: Room temperature must be continuously maintained between 59° and 86° degrees in Fahrenheit. CHEMPACK staff recommends a thermostat lock or other system to prevent tampering. The room must be designed to prevent the entry of rodents and/or vermin into the storage area. Humidity must be maintained below sixty percent (60%) to prevent visible mold growth. Storage locations should be away from employee break area where eating, drinking and smoking may create unsanitary conditions.

E. Electrical Power: A standard 120VAC, 60Hz, 10W, UL-listed power supply is required for each Sensaphone®. Each cache location must have automatic, twelve (12) hour minimum back up or emergency electrical power for the Sensaphone®. The Sensaphone® itself is equipped with twelve (12) hour battery back-up. An uninterruptured power source (UPS) is minimally acceptable as a back-up power source. Potential cache locations equipped with back-up generators capable of maintaining temperature in the event of a power outage are preferred.

F. Analog Phone Line: Cache locations must have one (1) analog phone line for each Sensaphone®. Analog phone lines are the type used for fax machines.

G. Fire Suppression: Each cache location must have a fire suppression system. Automatic sprinklers are recommended but not required.

H. Monitoring: Cache locations must be physically checked monthly for continued compliance with all the above requirements. Bioterrorism (BT) Project Areas must complete a monthly Quality Assurance Assessment Form (Attachment II-A), and email or fax the form to CHEMPACK Project personnel.

I. Environmental Response: Personnel must be available to respond to emergency environmental alarms or conditions within one (1) hour from notification. BT Project Areas must provide CHEMPACK staff with current contact information for all cache locations prior to installation of the containers. The CHEMPACK Project personnel must be notified within seven (7) days of any changes in contact personnel.

II. SECURITY:

Security is a critical issue; pilferage and unauthorized access to pharmaceuticals is illegal and must be prevented as they may substantially increase cost of the CHEMPACK program and potentially negate its utility, (Diazepam, a schedule IV controlled substance, particularly presents a security concern).

BT Project Areas are responsible for the custody of these controlled substances and must maintain security for CHEMPACK

locations. The building, or at least the CHEMPACK storage room, must have controlled access.

Additionally cache locations must have the following:

A. Alarms and Monitoring: Cache locations not physically having continuous monitoring (24 hours a day, 7 days a week) must have a security system. Motion detectors, contact sensors or other types of security systems may be used, but the system must be monitored at all times (24 hours a day, 7 days a week) and have notification abilities to contact designated responders should someone attempt to break into a cache location.

B. Security Response: Cache locations must have staff members designated to respond to any security alarm. The Strategic National Stockpile (SNS) Program must have current security contact information for all cache locations.

C. SNS Notification: Cache locations must contact CHEMPACK Project personnel as soon as possible when a container has been opened or compromised. As the containers have Sensaphone® attached, the SNS Program should receive an alarm when a container is opened; however, if the phone line is disconnected, the SNS Program will not be automatically notified.



**STRATEGIC NATIONAL STOCKPILE PROGRAM
CHEMPACK MONTHLY QUALITY ASSURANCE ASSESSMENT**

Site Name:		Date:	
Evaluator Name:		Time:	
<p>The CDC/SNS Program will use this survey to evaluate CHEMPACK storage sites for ongoing maintenance of medical materiel.</p> <p>The BT Project area's designated site representative will conduct monthly assessments at each CHEMPACK storage area.</p> <p>All sections within this document cover those areas the SNS Program deems essential for maintaining a high level of quality standards stated within the reference documents.</p> <p>Note: Any 'NO' responses recorded below must be explained (for the last question: explain for a 'YES' response). Attach additional sheets as required.</p>			
QUALITY ASSURANCE/ QUALITY CONTROL ASSESSMENT			
REQUIREMENTS	YES	NO	COMMENTS
1 Temperature maintained continuously between 59° to 86 ° F with monitoring or verification being conducted on a routine basis?			
2 Are sanitary conditions being maintained to prevent the product from being adulterated or compromised? (i.e. Entry points protected from vermin and humidity controlled to prevent visible mold growth)			
3 Power/electrical outlet(s) maintained operational with adequate capabilities.			
4 Analog phone line(s) maintained, and operational?			
5 Storage area being maintained clear and accessible to allow for ease of inventorying, stock replenishment, and rapid mobilization?			
6 Is security access limited to designated staff?			
7 Are other products being stored in cache room or other processes taking place at the facility that could contaminate the medical material?			
8 Does the facility have adequate lighting, ventilation and protection from water damage?			
9 Are eating, drinking and smoking prohibited in the immediate product storage area?			
10 Are security systems in place, operational, and tested on a routine basis?			
11 Are fire suppression systems and alarms maintained and operational?			
12 The CHEMPACK containers remain sealed (the SNS Program seal intact) with no indication of tampering?			
13 Are all the forms, Cube I.Q., and Loan Agreements in the document pouch attached to the CHEMPACK containers?			
14 Are all the forms, Cube I.Q., and Loan Agreements in the document pouch attached to the CHEMPACK containers?			

Contract No. _____

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDS
HOSPITAL PREPAREDNESS PROGRAM

EXPANDED AGREEMENT

AMENDMENT NO. == -A

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Hospital").

WHEREAS, reference is made to that certain document
entitled "HOSPITAL BIOTERRORISM PREPAREDNESS EXPANDED
AGREEMENT", dated =====, and further identified as County
Agreement No. == , and any Amendments hereto (all hereafter
referred to as "Agreement"); and

WHEREAS, Section 2802(b) of the Public Health Services Act,
as amended by the Pandemic and All-Hazards Preparedness Act
authorizes the Secretary of Health and Human Services to
continue to award cooperative agreements to enable the recipient
entities to continue to improve surge capacity and enhance
community and hospital preparedness; and

WHEREAS, it is the intent of the parties to extend the Agreement term so that the parties may continue to support hospital preparedness in the County by building medical surge capability through associated planning, personnel, equipment, training and exercise capabilities and to make changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2008.

2. Paragraph 4 A, TERM AND TERMINATION, shall be deleted in its entirety and replaced with the following:

"A. This Agreement shall commence effective January 1, 2008, and shall remain in full force and effect until December 31, 2008. To the extent that there exists between the parties an agreement for the U.S. Department of Health and Human Services Funds Hospital Preparedness Program in effect during the term of this Agreement, the parties understand and agree that the terms and conditions of both Agreements shall remain in effect."

3. Exhibit A, STATEMENT OF WORK == -A, of Agreement shall be deleted in its entirety and replaced with Exhibit A, STATEMENT OF WORK == -A (Expanded Agreement), respectively, attached hereto and incorporated herein by reference.

4. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services or his designee, and Hospital has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Hospital

By _____
Signature

By _____
(Type Name)

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDS
HOSPITAL PREPAREDNESS PROGRAM

EXPANDED AGREEMENT

STATEMENT OF WORK - ## - A

I. HOSPITAL RECEIVABLES:

Hospital shall receive from the County:

A. Funding of a minimum of Twenty-One Thousand and Six Hundred Dollars (\$21,600) to off-set the cost of ongoing staff training and staff time in planning and participating in disaster exercises/drills;

B. Funding of a minimum of Forty Two Thousand and Nine Hundred Dollars (\$42,900) to off-set the cost of a designated part-time disaster planner (at least fifty percent [50%] dedicated to disaster activities). [This funding is not available to Disaster Resource Centers and Trauma Centers];

C. Funding of a minimum of One Thousand Dollars (\$1,000) to off-set the ongoing cost of maintaining a CHEMPACK cache (CHEMPACK locations only);

D. Funding of a minimum of Twelve Thousand Dollars (\$12,000) to purchase the identified Disaster Management System;

E. Funding of a minimum of Three Thousand Dollars (\$3,000) to purchase equipment used in evacuation of non-ambulatory patients, and;

F. Ongoing *Mass Casualty Decontamination for Hospitals* training, provided at no-cost by the County, for the hospital decontamination team to prepare the team to handle ambulatory converging patients requiring decontamination and consultation regarding decontamination team composition.

II. HOSPITAL DELIVERABLES:

Hospital shall:

A. Continue to store, secure and maintain Personal Protective Equipment (PPE), including decontamination PPE and isolation kits and replace as needed to ensure a constant state of readiness;

B. Maintain a decontamination team that provides coverage twenty-four (24) hours a day, three hundred sixty-five (365) days a year, designate a team Safety Officer, implement a respiratory protections program for the decontamination team that meets Occupational Safety and Health Administration (OSHA) requirements and conduct practice/refreshers training on at least a quarterly basis involving decontamination team members and conduct at least

one (1) decontamination drill/exercise annually that will prepare the team to handle ambulatory converging patients requiring decontamination;

C. Maintain a designated part-time disaster planner position to assist with the overall disaster preparedness activities of the facility including planning, which address general disaster preparedness, fatality management and hospital evacuation, implementing plans through real events or exercises and coordinating hospital preparedness activities with assigned Disaster Resource Center (DRC), umbrella hospitals and the Emergency Medical Services (EMS) Agency. The disaster planner must be at least fifty percent (50%) dedicated (twenty [20] hours/week) to disaster activities and must attend one hundred percent (100%) of the regional DRC umbrella meetings. If unable to attend, a designee must attend and represent the Hospital at these meetings;

D. Ensure all seventeen (17) elements of the National Incident Management System (NIMS) compliance activities for hospitals and healthcare systems are implemented by September 30, 2008 (Attachment I) herein below;

E. Purchase the identified Disaster Management System and begin training of the Hospital Command Center staff;

F. Participate in exercises and drills in conjunction with County and community partners to ensure hospital preparedness and maintain records of staff participation;

G. Provide training to Hospital staff in the areas of disaster preparedness and ensure new staff assigned to the Hospital's Operation Center in the roles of Command staff and Section Chiefs, under the Hospital Incident Command System, complete the on-line *IS 700: National Incident Management System, An Introduction*; *IS 100: Introduction to the Incident Command System (ICS)* and *IS 200: ICS for Single Resources and Initial Action Incidents*. The *IS 800: National Response Plan (NRP), an Introduction*, course should be completed by individual(s) responsible for the Hospital's emergency management program. All courses can be found on-line at:

<http://www.training.fema.gov/emiweb/is/crslist.asp>;

H. Participate in the hospital volume based surveillance program through the ReddiNet® system (9-1-1 Receiving facilities only);

I. Participate in the hospital bed tracking activities including reporting available bed capability and current hospital census through the ReddiNet® system, as requested by the County. Hospitals that do not currently have access to the ReddiNet® system shall subscribe to the applicable modules of the ReddiNet® web-based system;

J. Provide patient outcome data to the EMS Agency on all 9-1-1 patients received (9-1-1 Receiving facilities only). Data to include hospital identifier, patient account number, EMS sequence number, date and time of arrival, 9-1-1 provider code (if available), patient age and sex, disposition and ICD-9 diagnosis code from the emergency department;

K. If Hospital is a CHEMPACK location, secure cache in a climate controlled environment and ensure all CHEMPACK location requirements are met in CHEMPACK Cache Location Requirements (Attachment II) herein below;

L. Develop evacuation plans that address the movement of non-ambulatory patients;

M. Cooperate in updating surge capacity survey, as requested by the County, and;

N. Continue to collaborate with County related to Pandemic Influenza planning and incorporate this planning into the Hospital's overall emergency management plan.

III. Mutual Aid

Mutual aid support is a well established emergency management concept and addresses the sharing or loaning of resources during disasters. Hospitals participating in the Hospital Preparedness Program shall provide assistance to other healthcare entities as possible, without compromising their own facility's responsibilities. Mutual Aid shall be coordinated by the EMS Agency, the Disaster Medical and Health Coordinator for the County.

IV. Additional Funding

Eligible hospitals may receive additional funding, under the term of this Agreement, to be used for special projects which meet capability requirements under the applicable Hospital Preparedness Program Application and Federal program guidance. The amount of funding each eligible hospital receives will be determined based on the amount budgeted for the project and the number of eligible hospitals participating in the special project. County shall issue to Hospital work orders, from time to time, as necessary and shall specify all Hospital receivables (including amount of additional funding) and deliverables.

National Incident Management System (NIMS) Compliance Activities for Hospitals (public and private)

Organizational Adoption

Element 1

Adopt NIMS at the organizational level for all departments and business units, as well as promote and encourage NIMS adoption by associations, utilities, partners and suppliers.

Example of compliance:

- *The seventeen elements included in this document are addressed in the organization's emergency management program documentation.*

Command and Management

Element 2

Incident Command System (ICS)

Manage all emergency incidents and preplanned (recurring/special events) in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include consistent application of Incident Action Planning and Common Communications Plans.

Example of compliance:

- *The organization's Emergency Operations Plan explains the use of ICS, particularly incident action planning and a common communications plan.*

Element 3

Multi-agency Coordination System

Coordinate and support emergency incident and event management through the development and use of integrated multi-agency coordination systems. That is, develop and coordinate connectivity capability with Hospital EOC and local Incident Command Posts (ICPs), local 911 centers, local Emergency Operations Centers (EOCs) and the state EOC as applicable.

Example of compliance:

- *The organization's Emergency Operations Plan explains the management and coordination linkage between the organization's emergency operations center and other, similar, external centers(multi-agency coordination system entities)*

Element 4

Public Information System (PIS)

Implement processes and/or plans to communicate timely, accurate information including through a Joint Information System and Joint Information Center.

Example of compliance:

- *The organization's Emergency Operations Plan explains the management and coordination of public information with health care partners and jurisdictional authorities, such as local public health, emergency management, and so on.*

Preparedness Planning

Element 5

Health care organizations will track NIMS implementation on a yearly basis as part of the organization's emergency management program.

Example of compliance: NIMS organizational adoption, command and management, preparedness/planning, preparedness/training, preparedness/exercises, resource management, and communication and information management activities will be tracked from year-to-year with a goal of improving overall emergency management capability.

Element 6

Develop and implement a system to coordinate appropriate hospital preparedness funding to employ NIMS across the organization.

Example of compliance:

- *The organization's emergency management program documentation includes information on local, state and federal preparedness grants that have been received and work progress.*

Element 7

Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation and corrective action.

Example of compliance:

- *The organization's emergency management program work plan reflects status of any revisions to the Emergency Operations Plan, training materials, response procedures, exercise procedures, equipment changes and/or purchases, evaluation and corrective action processes.*

Element 8

Participate in and promote interagency mutual aid agreements, to include agreements with the public and private sector and non-governmental organizations.

Example of compliance:

- *The organization's emergency management program documentation includes information on mutual aid agreements.*

Preparedness Training

Element 9

Complete IS-700: NIMS: An Introduction.

Example of compliance:

- *The organization's emergency management program training records track completion of IS 700 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*

Element 10

Complete IS-800: NRP: An Introduction.

Example of compliance:

- *The organization's emergency preparedness program training records track completion of IS 800 or equivalent by individual(s) responsible for the hospital's emergency management program.*

Element 11

Complete ICS 100 and ICS 200 training.

Examples of compliance:

- *The organization's emergency preparedness program training records track completion of ICS 100 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*
- *The organization's emergency management program training records track completion of ICS 200 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*

Preparedness Exercises

Element 12

Incorporate NIMS/ICS into internal and external, local and regional emergency management training and exercises.

Example of compliance:

- *The organization's emergency management program training and exercise documentation reflects use of NIMS/ICS.*

Element 13

Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines, multiple agencies and organizations.

Example of compliance:

- *The organization's emergency management program training and exercise documentation reflects the organization's participation in exercises with various external entities.*

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Incorporate corrective actions into preparedness and response plans and procedures.

Example of compliance:

- *The organization's emergency management program documentation reflects a corrective action process.*

Resource Management

Element 15

Maintain an inventory of organizational response assets.

Example of compliance:

- *The organization's emergency management program documentation includes a resource inventory (e.g. medical/surgical supplies, pharmaceuticals, personal protective equipment, staffing, etc.).*

Element 16

To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into acquisition programs.

Example of compliance:

- *The organization's emergency management program documentation includes emphasis on the interoperability of response equipment, communications and data systems with external entities.*

Communications and Information Management

Element 17

Apply standardized and consistent terminology, including the establishment of plain English communications standards across the public safety sector.

Example of compliance:

- *The organization's emergency management program documentation reflects an emphasis on the use of plain English by staff during emergencies.*

CHEMPACK CACHE LOCATION REQUIREMENTS

I. REQUIREMENTS FOR CACHE LOCATIONS:

Cache locations must be of a suitable size, designed to provide adequate lighting, ventilation, temperature, sanitation, humidity, space and security conditions for storage of pharmaceuticals.

Specifically cache locations must meet the following:

A. Accessibility: The location must be accessible to twenty (20) feet or larger trucks and emergency response vehicles. Each location should have a method for unloading the containers: loading docks, ramps, or forklifts are appropriate. The containers are on wheels; however they are very heavy and can weigh over one thousand (1,000) pounds. A freight elevator may be necessary if the cache location is upstairs.

B. Space: Each cache location must have a minimum of forty (40) square feet per container.

C. Mobility: Cache locations must have 72-inch aisles and 36-inch doorways for the movement of CHEMPACK containers. Any carpets and other floor coverings may impede movement of the CHEMPACK containers.

D. Temperature/Environmental Requirement: Room

temperature must be continuously maintained between 59° and 86° degrees in Fahrenheit. CHEMPACK staff recommends a thermostat lock or other system to prevent tampering. The room must be designed to prevent the entry of rodents and/or vermin into the storage area. Humidity must be maintained below sixty (60) percent to prevent visible mold growth. Storage locations should be away from employee break area where eating, drinking and smoking may create unsanitary conditions.

E. Electrical Power: A standard 120VAC, 60Hz, 10W, UL-listed power supply is required for each Sensaphone®. Each cache location must have automatic, twelve (12) hour minimum back up or emergency electrical power for the Sensaphone®. The Sensaphone® itself is equipped with twelve (12) hour battery back-up. An uninterruptible power source (UPS) is minimally acceptable as a back-up power source. Potential cache locations equipped with back-up generators capable of maintaining temperature in the event of a power outage are preferred.

F. Analog Phone Line: Cache locations must have one (1) analog phone line for each Sensaphone®. Analog phone lines are the type used for fax machines.

G. Fire Suppression: Each cache location must have a fire suppression system. Automatic sprinklers are recommended but not required.

H. Monitoring: Cache locations must be physically checked monthly for continued compliance with all the above requirements. Bioterrorism (BT) Project Areas must complete a monthly Quality Assurance Assessment Form (Attachment II-A) hereinbelow, and email or fax the form to CHEMPACK Project personnel.

I. Environmental Response: Personnel must be available to respond to emergency environmental alarms or conditions within one (1) hour from notification. BT Project Areas must provide CHEMPACK staff with current contact information for all cache locations prior to installation of the containers. The CHEMPACK Project personnel must be notified within seven (7) days of any changes in contact personnel.

II. SECURITY:

Security is a critical issue; pilferage and unauthorized access to pharmaceuticals is illegal and must be prevented as they may substantially increase cost of the CHEMPACK program and potentially negate its utility. Diazepam, a schedule IV controlled substance, particularly presents a security concern.

BT Project Areas are responsible for the custody of these controlled substances and must maintain security for CHEMPACK locations. The building, or at least the CHEMPACK storage room, must have controlled access.

Additionally cache locations must have the following:

A. Alarms and Monitoring: Cache locations not physically having continuous monitoring (24 hours a day, 7 days a week) must have a security system. Motion detectors, contact sensors or other types of security systems may be used, but the system must be monitored at all times (24 hours a day, 7 days a week) and have notification abilities to contact designated responders should someone attempt to break into a cache location.

B. Security Response: Cache locations must have staff members designated to respond to any security alarm. The Strategic National Stockpile (SNS) Program must have current security contact information for all cache locations.

C. SNS Notification: Cache locations must contact CHEMPACK Project personnel as soon as possible when a container has been opened or compromised. As the containers have Sensaphone[®] attached, the SNS Program should receive an alarm when a container is opened; however, if the phone line is

disconnected, the SNS Program will not be automatically notified.



**STRATEGIC NATIONAL STOCKPILE PROGRAM
CHEMPACK MONTHLY QUALITY ASSURANCE ASSESSMENT**

Site Name:	Date:		
Evaluator Name:	Time:		
<ul style="list-style-type: none"> ▪ The CDC/SNS Program will use this survey to evaluate CHEMPACK storage sites for ongoing maintenance of medical materiel. ▪ The BT Project area's designated site representative will conduct monthly assessments at each CHEMPACK storage area. ▪ All sections within this document cover those areas the SNS Program deems essential for maintaining a high level of quality standards stated within the reference documents. <p>Note: Any 'NO' responses recorded below must be explained (for the last question: explain for a 'YES' response). Attach additional sheets as required.</p>			
QUALITY ASSURANCE/ QUALITY CONTROL ASSESSMENT			
REQUIREMENTS	YES	NO	COMMENTS
1 Temperature maintained continuously between 59° to 86 ° F with monitoring or verification being conducted on a routine basis?			
2 Are sanitary conditions being maintained to prevent the product from being adulterated or compromised? (i.e. Entry points protected from vermin and humidity controlled to prevent visible mold growth)			
3 Power/electrical outlet(s) maintained operational with adequate capabilities.			
4 Analog phone line(s) maintained, and operational?			
5 Storage area being maintained clear and accessible to allow for ease of inventorying, stock replenishment, and rapid mobilization?			
6 Is security access limited to designated staff?			
7 Are other products being stored in cache room or other processes taking place at the facility that could contaminate the medical material?			
8 Does the facility have adequate lighting, ventilation and protection from water damage?			
9 Are eating, drinking and smoking prohibited in the immediate product storage area?			
10 Are security systems in place, operational, and tested on a routine basis?			
11 Are fire suppression systems and alarms maintained and operational?			
12 The CHEMPACK containers remain sealed (the SNS Program seal intact) with no indication of tampering?			
13 Are all the forms, Cube I.Q., and Loan Agreements in the document pouch attached to the CHEMPACK containers?			
14 Are all the forms, Cube I.Q., and Loan Agreements in the document pouch attached to the CHEMPACK containers?			

Contract No. H-700264-5

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDS
HOSPITAL PREPAREDNESS PROGRAM

COMMUNITY CLINIC AGREEMENT

AMENDMENT NO.5

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

THE COMMUNITY CLINIC
ASSOCIATION OF LOS ANGELES
COUNTY (hereafter "Clinic").

WHEREAS, reference is made to that certain document
entitled "NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
COMMUNITY CLINIC AGREEMENT", dated March 30, 2004, and further
identified as County Agreement No. H-700264, and any Amendments
hereto (all hereafter referred to as "Agreement"); and

WHEREAS, Section 2802(b) of the Public Health Services Act,
as amended by the Pandemic and All-Hazards Preparedness Act
authorizes the Secretary of Health and Human Services to
continue to award cooperative agreements to enable the recipient
entities to continue to improve surge capacity and enhance
community and hospital preparedness; and

WHEREAS, it is the intent of the parties to extend the Agreement term so that the parties may continue to support hospital preparedness in the County by building medical surge capability through associated planning, personnel, equipment, training and exercise capabilities and to make changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2008.

2. Paragraph 4.A., TERM AND TERMINATION, of Agreement shall be deleted in its entirety and replaced with the following:

"A. This Agreement shall commence effective January 1, 2008, and shall remain in full force and effect until December 31, 2008. To the extent that there exists between the parties an agreement for the U.S. Department of Health and Human Services Funds Hospital Preparedness Program in effect during the term of this Agreement, the parties understand and agree that the terms and conditions of both Agreements shall remain in effect."

3. Exhibit A, STATEMENT OF WORK, of Agreement shall be deleted in its entirety and replaced with Exhibit A, STATEMENT OF WORK A-__, attached hereto and incorporated herein by reference.

4. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services or his designee, and the Community Clinic Association of Los Angeles County has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

THE COMMUNITY CLINIC ASSOCIATION OF
LOS ANGELES COUNTY

Contractor

By _____
Signature

By _____
(Type Name)

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDS
HOSPITAL PREPAREDNESS PROGRAM

COMMUNITY CLINIC AGREEMENT

STATEMENT OF WORK A-4

I. CLINIC ASSOCIATION RECEIVABLES:

Clinic Association shall receive from the County:

Funding of a minimum of One Hundred Thousand Dollars (\$100,000). This funding will cover education and training and drill and exercise costs at each clinic and provide administrative and planning funding to each participating clinic, as well as overall administrative and planning costs associated with developing plans addressing the role of clinics, and the relationships and the procedures for responding to a disaster in a geographical area.

II. CLINIC ASSOCIATION DELIVERABLES:

Clinic Association shall:

A. Work with member participating clinics to identify a clinic disaster planner to ensure a level of disaster preparedness;

B. Develop and implement a plan for distribution of pre-positioned antibiotics to participating clinics and ensure each participating clinic performs monthly monitoring checks. Each participating clinic must submit

these reports to the Emergency Medical Services (EMS) Agency on a quarterly basis;

C. Provide funding to member clinics to cover fees related to license fees for access to the internet version of ReddiNet®;

D. Work with each member clinic to ensure they store, secure, and maintain the medical-surgical supply cache, pharmaceutical cache, PPE for biological incidents and communication equipment;

E. Ensure that appropriate staff assigned to the organizations disaster response team from member clinics attend disaster/terrorism preparedness training sessions and provide reimbursement to member clinic to off-set staff cost. These trainings include completing the on-line *IS 700: National Incident Management System (NIMS)*, an *Introduction*, *IS 100: Introduction to the Incident Command System (ICS)* and *IS 200: ICS for Single Resources and Initial Action Incidents*, on an on-going basis, as required by the U.S. Department of Homeland Security and maintain records of attendance. All on-line courses can be found at <http://www.training.fema.gov/emiweb/is/crslist.asp>;

F. Ensure that appropriate staff from member clinics attend and participate in disaster/terrorism exercises and

provide reimbursement to member clinic to off-set staff cost.

G. Maintain ongoing participation with community wide planning activities, to include participation with the DRC program. Appropriate staff from each member clinic must attend all of the Association's Disaster Preparedness Workgroup and assigned regional Disaster Resource Center umbrella meetings. Planning will have an emphasis on responding to mass casualty events.

III. Mutual Aid

Mutual aid support is a well established emergency management concept and addresses the sharing or loaning of resources during disasters. Hospitals participating in the Hospital Preparedness Program shall provide assistance to other healthcare entities as possible, without compromising their own facility's responsibilities. Mutual Aid shall be coordinated by the EMS Agency, the Disaster Medical and Health Coordinator for the County.

IV. Additional Funding

Eligible participants may receive additional funding, not to exceed the amount budgeted under the term of this Agreement, to be used for special projects that meet capability requirements under the applicable Hospital Preparedness Program

Work Plan and Federal guidance. The amount of funding each eligible recipient receives will be determined based on the amount budgeted for the project and the number of eligible recipients participating in the special project. County shall issue work orders, from time to time, as necessary and shall specify all receivables (including amount of additional funding) and deliverables.

EXHIBIT VI

Contract No. _____

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDS
HOSPITAL PREPAREDNESS PROGRAM

EXPANDED AND DISASTER RESOURCE CENTER AGREEMENT

AMENDMENT NO. == -B

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Hospital").

WHEREAS, reference is made to that certain document
entitled "HOSPITAL BIOTERRORISM PREPAREDNESS EXPANDED
AGREEMENT", dated January 21, 2003, and further identified as
County Agreement No. == and Amendment No. 1-B, dated
March 30, 2004, and any Amendments hereto (all hereafter
referred to as "Agreement"); and

WHEREAS, Section 2802(b) of the Public Health Services Act,
as amended by the Pandemic and All-Hazards Preparedness Act
authorizes the Secretary of Health and Human Services to
continue to award cooperative agreements to enable the recipient
entities to continue to improve surge capacity and enhance
community and hospital preparedness; and

WHEREAS, it is the intent of the parties to extend the Agreement term so that the parties may continue to support hospital preparedness in the County by building medical surge capability through associated planning, personnel, equipment, training and exercise capabilities and to make changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2008.

2. Paragraph 4.A., TERM AND TERMINATION, shall be deleted in its entirety and replaced with the following:

"A. This Agreement shall commence effective January 1, 2008, and shall remain in full force and effect until December 31, 2008. To the extent that there exists between the parties an agreement for the U.S. Department of Health and Human Services Funds Hospital Preparedness Program in effect during the term of this Agreement, the parties understand and agree that the terms and conditions of both Agreements shall remain in effect."

3. Exhibit A, STATEMENT OF WORK ==-B, of Agreement shall be deleted in its entirety and replaced with Exhibit A, STATEMENT OF WORK == -B (Expanded and Disaster Resource Agreement), respectively, attached hereto and incorporated herein by reference.

4. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services or his designee, and Hospital has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Hospital

By _____
Signature

By _____
(Type Name)

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDS
HOSPITAL PREPAREDNESS PROGRAM

EXPANDED AND DISASTER RESOURCE CENTER AGREEMENT

STATEMENT OF WORK - ## - B

I. HOSPITAL RECEIVABLES:

Hospital shall receive from the County:

A. Funding of a minimum of Twenty-One Thousand and Six Hundred Dollars (\$21,600) to off-set the cost of ongoing staff training and staff time in planning and participating in disaster exercises/drills;

B. Funding of a minimum of One Thousand Dollars (\$1,000) to off-set the ongoing cost of maintaining a CHEMPACK cache (CHEMPACK locations only),

C. Funding of a minimum of Twelve Thousand Dollars (\$12,000) to purchase the identified Disaster Management System;

D. Funding of a minimum of Three Thousand Dollars (\$3,000) to purchase equipment used in evacuation of non-ambulatory patients, and;

E. Ongoing *Mass Casualty Decontamination for Hospitals* training for the decontamination team to prepare the team to handle ambulatory converging patients requiring

decontamination and consultation regarding decontamination team composition.

II. HOSPITAL DELIVERABLES:

Hospital shall:

A. Continue to store, secure and maintain Personal Protective Equipment (PPE), including decontamination PPE and isolation kits and replace as needed to ensure a constant state of readiness;

B. Maintain a decontamination team that provides coverage twenty-four (24) hours a day, three hundred sixty-five (365) days a year, designate a team Safety Officer, implement a respiratory protections program for the decontamination team that meets Occupational Safety and Health Administration (OHSA) requirements and conduct practice/refresher training on at least a quarterly basis involving decontamination team members and conduct at least one (1) decontamination drill/exercise annually that will prepare the team to handle ambulatory converging patients requiring decontamination;

C. Ensure all seventeen (17) elements of the National Incident Management System (NIMS) compliance activities for hospitals and healthcare systems are

implemented by September 30, 2008 (Attachment I) herein below;

D. Purchase the identified Disaster Management System and begin training of the Hospital Command Center Staff;

E. Participate in exercises and drills in conjunction with County and community partners to ensure hospital preparedness and maintain records of staff participation;

F. Provide training to Hospital staff in the areas of disaster preparedness and ensure new staff assigned to the Hospital's Operation Center in the roles of Command staff and Section Chiefs, under the Hospital Incident Command System, complete the on-line *IS 700: National Incident Management System, An Introduction*; *IS 100: Introduction to the Incident Command System (ICS)* and *IS 200: ICS for Single Resources and Initial Action Incidents*. The *IS 800: National Response Plan (NRP), an Introduction*, course should be completed by individual(s) responsible for the Hospital's emergency management program. All on-line courses can be found at <http://www.training.fema.gov/emiweb/is/crslist.asp>;

G. Participate in the hospital volume based surveillance program through the ReddiNet® system (9-1-1 Receiving facilities only);

H. Participate in the hospital bed tracking activities including reporting available bed capability and current hospital census through the ReddiNet® system, as requested by the County;

I. Provide patient outcome data to the Emergency Medical Services (EMS) Agency on all 9-1-1 patients received (9-1-1 Receiving facilities only). Data to include hospital identifier, patient account number, EMS sequence number, date and time of arrival, 9-1-1 provider code (if available), patient age and sex, disposition and ICD-9 diagnosis code from the emergency department;

J. As a CHEMPACK location, secure cache in a climate controlled environment and ensure all CHEMPACK location requirements are met in CHEMPACK Cache Location Requirements (Attachment II) herein below;

K. Develop evacuation plans that address the movement of non-ambulatory patients;

L. Cooperate in updating surge capacity survey, as requested by the County, and;

M. Continue to collaborate with County related to Pandemic Influenza planning and incorporate this planning into the hospitals overall emergency management plan.

III. Mutual Aid

Mutual aid support is a well established emergency management concept and addresses the sharing or loaning of resources during disasters. Hospitals participating in the Hospital Preparedness Program shall provide assistance to other healthcare entities as possible, without compromising their own facility's responsibilities. Mutual Aid shall be coordinated by the EMS Agency, the Disaster Medical and Health Coordinator for the County.

IV. Additional Funding

Eligible hospitals may receive additional funding, not to exceed the amount budgeted under the term of this Agreement, to be used for special projects which meet capability requirements under the applicable Hospital Preparedness Program Application and Federal program guidance. The amount of funding each eligible hospital receives will be determined based on the amount budgeted for the project and the number of eligible hospitals participating in the special project. County shall issue to Hospital work orders, from time to time, as necessary

and shall specify all Hospital receivables (including amount of additional funding) and deliverables.

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDS
HOSPITAL PREPAREDNESS PROGRAM

DISASTER RESOURCE CENTER

STATEMENT OF WORK

I. HOSPITAL RECEIVABLES:

Hospital shall receive from the County:

A. Funding of a minimum of Two Hundred and Seventy Five Thousand Dollars (\$275,000). This funding will be used to purchase the following supplies and materials: replacement of outdated pharmaceuticals and any new pharmaceuticals that are identified to be placed on the cache, replacement of medical surgical supplies, and other support equipment.

Additionally, this funding will cover administrative and planning costs associated with the ongoing development of plans addressing surge capacity, relationships and procedures for responding to disaster events in a geographical area.

II. HOSPITAL DELIVERABLES:

Hospital shall:

A. Continue to store, secure and maintain ventilators and replace as needed to ensure a constant state of readiness;

B. Store, secure, maintain a pharmaceutical cache based on agreed upon contents. A stock rotation plan to minimize expiration of supply will be established. Any outdated items that could not be rotated will be replaced;

C. Store, secure and maintain a medical surgical supply cache based on agreed upon contents. Any outdated items that could not be rotated will be replaced;

D. Implement policies and procedures regarding the use of tent shelters and related equipment and ensure staff training in the set-up of the tents and equipment;

E. Maintain a designated full-time Disaster Resource Center (DRC) Coordinator (position may be shared as long as aggregate hours of personnel sharing the position equal a full-time position). This position will assist with the overall disaster preparedness activities of the facility including planning, which addresses general disaster preparedness, fatality management and hospital evacuation, and implementing of plans through real events or exercises and coordinating hospital preparedness activities with

assigned umbrella hospitals and the Emergency Medical Services Agency.

F. Maintain ongoing coordination of community wide planning activities, to include cooperation with other hospitals, clinics and provider agencies within a geographical area, including hosting at least six (6) DRC umbrella meetings annually and conducting at least one (1) exercise/drill. Update/maintain Hospital Regional plan as developed with the County with planning emphasis on responding to mass casualty events;

G. As a CHEMPACK location, secure cache in a climate controlled environment and ensure all CHEMPACK location requirements are met in CHEMPACK Cache Location Requirements (Attachment II) herein below; and,

H. The obligations set forth in subsection (a), (b), and (c) shall survive the termination of this Agreement and shall continue for the useful life of the ventilators, pharmaceuticals, and medical surgical supplies.

III. ACCESS TO EQUIPMENT:

Hospital shall provide County with the right of immediate access to the equipment as set forth in Section II, upon request.

National Incident Management System (NIMS) Compliance Activities for Hospitals (public and private)

Organizational Adoption

Element 1

Adopt NIMS at the organizational level for all departments and business units, as well as promote and encourage NIMS adoption by associations, utilities, partners and suppliers.

Example of compliance:

- *The seventeen elements included in this document are addressed in the organization's emergency management program documentation.*

Command and Management

Element 2

Incident Command System (ICS)

Manage all emergency incidents and preplanned (recurring/special events) in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include consistent application of Incident Action Planning and Common Communications Plans.

Example of compliance:

- *The organization's Emergency Operations Plan explains the use of ICS, particularly incident action planning and a common communications plan.*

Element 3

Multi-agency Coordination System

Coordinate and support emergency incident and event management through the development and use of integrated multi-agency coordination systems. That is, develop and coordinate connectivity capability with Hospital EOC and local Incident Command Posts (ICPs), local 911 centers, local Emergency Operations Centers (EOCs) and the state EOC as applicable.

Example of compliance:

- *The organization's Emergency Operations Plan explains the management and coordination linkage between the organization's emergency operations center and other, similar, external centers(multi-agency coordination system entities)*

Element 4

Public Information System (PIS)

Implement processes and/or plans to communicate timely, accurate information including through a Joint Information System and Joint Information Center.

Example of compliance:

- *The organization's Emergency Operations Plan explains the management and coordination of public information with health care partners and jurisdictional authorities, such as local public health, emergency management, and so on.*

Preparedness Planning

Element 5

Health care organizations will track NIMS implementation on a yearly basis as part of the organization's emergency management program.

Example of compliance: NIMS organizational adoption, command and management, preparedness/planning, preparedness/training, preparedness/exercises, resource management, and communication and information management activities will be tracked from year-to-year with a goal of improving overall emergency management capability.

Element 6

Develop and implement a system to coordinate appropriate hospital preparedness funding to employ NIMS across the organization.

Example of compliance:

- *The organization's emergency management program documentation includes information on local, state and federal preparedness grants that have been received and work progress.*

Element 7

Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation and corrective action.

Example of compliance:

- *The organization's emergency management program work plan reflects status of any revisions to the Emergency Operations Plan, training materials, response procedures, exercise procedures, equipment changes and/or purchases, evaluation and corrective action processes.*

Element 8

Participate in and promote interagency mutual aid agreements, to include agreements with the public and private sector and non-governmental organizations.

Example of compliance:

- *The organization's emergency management program documentation includes information on mutual aid agreements.*

Preparedness Training

Element 9

Complete IS-700: NIMS: An Introduction.

Example of compliance:

- *The organization's emergency management program training records track completion of IS 700 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*

Element 10

Complete IS-800: NRP: An Introduction.

Example of compliance:

- *The organization's emergency preparedness program training records track completion of IS 800 or equivalent by individual(s) responsible for the hospital's emergency management program.*

Element 11

Complete ICS 100 and ICS 200 training.

Examples of compliance:

- *The organization's emergency preparedness program training records track completion of ICS 100 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*
- *The organization's emergency management program training records track completion of ICS 200 or equivalent by personnel who are likely to assume an incident command position described in the hospital's emergency management plan.*

Preparedness Exercises

Element 12

Incorporate NIMS/ICS into internal and external, local and regional emergency management training and exercises.

Example of compliance:

- *The organization's emergency management program training and exercise documentation reflects use of NIMS/ICS.*

Element 13

Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines, multiple agencies and organizations.

Example of compliance:

- *The organization's emergency management program training and exercise documentation reflects the organization's participation in exercises with various external entities.*

Element 14

Incorporate corrective actions into preparedness and response plans and procedures.

Example of compliance:

- *The organization's emergency management program documentation reflects a corrective action process.*

Resource Management

Element 15

Maintain an inventory of organizational response assets.

Example of compliance:

- *The organization's emergency management program documentation includes a resource inventory (e.g. medical/surgical supplies, pharmaceuticals, personal protective equipment, staffing, etc.).*

Element 16

To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into acquisition programs.

Example of compliance:

- *The organization's emergency management program documentation includes emphasis on the interoperability of response equipment, communications and data systems with external entities.*

Communications and Information Management

Element 17

Apply standardized and consistent terminology, including the establishment of plain English communications standards across the public safety sector.

Example of compliance:

- *The organization's emergency management program documentation reflects an emphasis on the use of plain English by staff during emergencies.*

CHEMPACK CACHE LOCATION REQUIREMENTS

I. REQUIREMENTS FOR CACHE LOCATIONS:

Cache locations must be of a suitable size, designed to provide adequate lighting, ventilation, temperature, sanitation, humidity, space and security conditions for storage of pharmaceuticals.

Specifically cache locations must meet the following:

A. Accessibility: The location must be accessible to twenty (20) feet or larger trucks and emergency response vehicles. Each location should have a method for unloading the containers: loading docks, ramps, or forklifts are appropriate. The containers are on wheels; however they are very heavy and can weigh over one thousand (1,000) pounds. A freight elevator may be necessary if the cache location is upstairs.

B. Space: Each cache location must have a minimum of forty (40) square feet per container.

C. Mobility: Cache locations must have seventy-two (72)-inch aisles and thirty-six (36)-inch doorways for the movement of CHEMPACK containers. Any carpets and other floor coverings may impede movement of the CHEMPACK containers.

D. Temperature/Environmental Requirement: Room temperature must be continuously maintained between 59° and 86°

degrees in Fahrenheit. CHEMPACK staff recommends a thermostat lock or other system to prevent tampering. The room must be designed to prevent the entry of rodents and/or vermin into the storage area. Humidity must be maintained below sixty percent (60%) to prevent visible mold growth. Storage locations should be away from employee break area where eating, drinking and smoking may create unsanitary conditions.

E. Electrical Power: A standard 120VAC, 60Hz, 10W, UL-listed power supply is required for each Sensaphone®. Each cache location must have automatic, twelve (12) hour minimum back up or emergency electrical power for the Sensaphone®. The Sensaphone® itself is equipped with twelve (12) hour battery back-up. An uninterruptured power source (UPS) is minimally acceptable as a back-up power source. Potential cache locations equipped with back-up generators capable of maintaining temperature in the event of a power outage are preferred.

F. Analog Phone Line: Cache locations must have one (1) analog phone line for each Sensaphone®. Analog phone lines are the type used for fax machines.

G. Fire Suppression: Each cache location must have a fire suppression system. Automatic sprinklers are recommended but not required.

H. Monitoring: Cache locations must be physically checked monthly for continued compliance with all the above requirements. Bioterrorism (BT) Project Areas must complete a monthly Quality Assurance Assessment Form (Attachment II-A) hereinbelow, and email or fax the form to CHEMPACK Project personnel.

I. Environmental Response: Personnel must be available to respond to emergency environmental alarms or conditions within one hour from notification. BT Project Areas must provide CHEMPACK staff with current contact information for all cache locations prior to installation of the containers. The CHEMPACK Project personnel must be notified within seven (7) days of any changes in contact personnel.

II. SECURITY:

Security is a critical issue; pilferage and unauthorized access to pharmaceuticals is illegal and must be prevented as they may substantially increase cost of the CHEMPACK program and potentially negate its utility. Diazepam, a schedule IV controlled substance, particularly presents a security concern.

BT Project Areas are responsible for the custody of these controlled substances and must maintain security for CHEMPACK locations. The building, or at least the CHEMPACK storage room, must have controlled access.

Additionally cache locations must have the following:

A. Alarms and Monitoring: Cache locations not physically having continuous monitoring (24 hours a day, 7 days a week) must have a security system. Motion detectors, contact sensors or other types of security systems may be used, but the system must be monitored at all times (24 hours a day, 7 days a week) and have notification abilities to contact designated responders should someone attempt to break into a cache location.

B. Security Response: Cache locations must have staff members designated to respond to any security alarm. The Strategic National Stockpile (SNS) Program must have current security contact information for all cache locations.

C. SNS Notification: Cache locations must contact CHEMPACK Project personnel as soon as possible when a container has been opened or compromised. As the containers have Sensaphone® attached, the SNS Program should receive an alarm when a container is opened; however, if the phone line is disconnected, the SNS Program will not be automatically notified.



**STRATEGIC NATIONAL STOCKPILE PROGRAM
CHEMPACK MONTHLY QUALITY ASSURANCE ASSESSMENT**

Site Name:	Date:
Evaluator Name:	Time:

- The CDC/SNS Program will use this survey to evaluate CHEMPACK storage sites for ongoing maintenance of medical materiel.
- The BT Project area's designated site representative will conduct monthly assessments at each CHEMPACK storage area.
- All sections within this document cover those areas the SNS Program deems essential for maintaining a high level of quality standards stated within the reference documents.

Note: Any 'NO' responses recorded below must be explained (for the last question: explain for a 'YES' response). Attach additional sheets as required.

QUALITY ASSURANCE/ QUALITY CONTROL ASSESSMENT

REQUIREMENTS	YES	NO	COMMENTS
1 Temperature maintained continuously between 59° to 86 ° F with monitoring or verification being conducted on a routine basis?			
2 Are sanitary conditions being maintained to prevent the product from being adulterated or compromised? (i.e. Entry points protected from vermin and humidity controlled to prevent visible mold growth)			
3 Power/electrical outlet(s) maintained operational with adequate capabilities.			
4 Analog phone line(s) maintained, and operational?			
5 Storage area being maintained clear and accessible to allow for ease of inventorying, stock replenishment, and rapid mobilization?			
6 Is security access limited to designated staff?			
7 Are other products being stored in cache room or other processes taking place at the facility that could contaminate the medical material?			
8 Does the facility have adequate lighting, ventilation and protection from water damage?			
9 Are eating, drinking and smoking prohibited in the immediate product storage area?			
10 Are security systems in place, operational, and tested on a routine basis?			
11 Are fire suppression systems and alarms maintained and operational?			
12 The CHEMPACK containers remain sealed (the SNS Program seal intact) with no indication of tampering?			
13 Are all the forms, Cube I.Q., and Loan Agreements in the document pouch attached to the CHEMPACK containers?			
14 Are all the forms, Cube I.Q., and Loan Agreements in the document pouch attached to the CHEMPACK containers?			